

भारत का राजपत्र The Gazette of India

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क्र० 1]

नई दिल्ली, शनिवार, जनवरी 2, 1999/पौष 12, 1920

No. 1]

NEW DELHI, SATURDAY, JANUARY 2, 1999/PAUSA 12, 1920

इस भाग में सिवा कुछ संज्ञा की जाती है जिससे कि यह भाग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किये गये सांविधिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(राजस्व विभाग)

आदेश

नई दिल्ली, 11 दिसम्बर, 1998

स्टाम्प

प्रोमिसरी नोटों के रूप में जमा प्रमाणपत्रों पर स्टाम्प शुल्क
के कारण प्रभाव है।

[सं. 41/98 स्टाम्प पा. सं. 15/23/98-वि. क.]

अपर्णा शर्मा, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 11th December, 1998

STAMPS

का०आ० 1.—भारतीय स्टाम्प अधिनियम, 1899
(1899 का 2) की धारा 9 की उपधारा (1) के खंड
(ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय
सरकार पतद्वारा भारतीय औद्योगिक वित्त निगम लिमिटेड,
नई दिल्ली को मात्र चार लाख सैंतीस हजार दो सौ बीस
रुपये का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान
करती है जो उक्त निगम द्वारा दिनांक 15-5-98, 16-5-98
25-5-98 तथा 12-6-98 को प्रावर्तित किए गए आठ करोड़
चौहत्तर लाख तैंतालीस हजार नौ सौ अठ्ठासीन रुपये के समग्र
मूल्य की विशिष्ट संख्या वाले 2085 से 2090 तक
अर्थात् आर्य. एफ. सी. आर्य. प्रमाणपत्रों के रूप में वर्णित

S.O. 1.—In exercise of the powers conferred by
clause (b) of sub-section (1) of section 9 of the
Indian Stamp Act, 1899 (2 of 1899), the Central
Government hereby permits the Industrial Finance
Corporation of India Limited, New Delhi to pay
consolidated stamp duty of rupees four lakh thirty
seven thousand two hundred twenty only chargeable
on account of the stamp duty on Certificates of De-
posits in the nature of promissory notes described as

IFCI Certificate of Deposit bearing distinctive numbers from 2085 to 2090 allotted on 15-05-98, 16-05-98, 25-05-98 and 12-06-98 aggregating to rupees eight crores seventy four lakhs forty three thousand nine hundred forty eight only, by the said Corporation.

[No. 41/98-STAMPS-F. No. 15/23/98-ST]
APARNA SHARMA, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 18 दिसम्बर, 1998

का.आ. 2.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा 1 के उपबन्ध सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 31 मार्च, 2003 तक जिला सरकारी केन्द्रीय बैंक मर्यादित शिवपुरी (मध्य प्रदेश) पर लागू नहीं होंगे।

[एफ. सं. 1(14)/96-एसी]

एस.के. ठाकुर, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 18th December, 1998

S.O. 2.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendations of the Reserve Bank of India declares that the provisions of sub-section 1 of Section 11 of the said Act shall not apply to the Jila Sahakari Kendriya Bank Ltd., Shivpuri (Madhya Pradesh) from the date of publication of this notification in the official Gazette to 31 March, 2003.

[F. No. 1(14)/96-AC]

S. K. THAKUR, Under Secy.

नई दिल्ली, 18 दिसम्बर, 1998

का.आ. 3.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा 1 के उपबन्ध सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 31 मार्च, 2002 तक जिला सहकारी केन्द्रीय बैंक मर्यादित रायसेन (म.प्र.) पर लागू नहीं होंगे।

[एफ. सं. 1(24)/96-एसी]

एस.के. ठाकुर, अवर सचिव

New Delhi, the 18th December, 1998

S.O. 3.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendations of the Reserve Bank of India declares that the provisions of sub-section 1 of Section 11 of the said Act shall not apply to the Jila Sahakari Kendriya Bank Ltd. Raisen (Madhya Pradesh) from the date of publication of this notification in the official Gazette to 31 March, 2002.

[F. No. 1(24)/96-AC]

S. K. THAKUR, Under Secy.

नई दिल्ली, 18 दिसम्बर, 1998

का.आ. 4.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा 1 के उपबन्ध सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 31 मार्च, 2002 तक जिला सहकारी केन्द्रीय बैंक मर्यादित पन्ना (मध्य प्रदेश) पर लागू नहीं होंगे।

[एफ. सं. 1(29)/98-एसी]

एस.के. ठाकुर, अवर सचिव

New Delhi, the 18th December, 1998

S.O. 4.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendations of the Reserve Bank of India declares that the provisions of sub-section 1 of Section 11 of the said Act shall not apply to the Jila Sahakari Kendriya Bank Ltd., Panna (Madhya Pradesh) from the date of publication of this notification in the official Gazette to 31 March 2002.

[F. No. 1(29)/98-AC]

S. K. THAKUR, Under Secy.

नई दिल्ली, 18 दिसम्बर, 1998

का.आ. 5.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा 1 के उपबन्ध सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 31 मार्च, 2003 तक जिला सहकारी केन्द्रीय बैंक मर्यादित देवरा (मध्य प्रदेश) पर लागू नहीं होंगे।

[फा. सं. 1(30)/98-एसी]

एस.के. ठाकुर, अवर सचिव

New Delhi, the 18th December, 1998

New Delhi, the 18th December, 1998

S.O. 5.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendations of the Reserve Bank of India declares that the provisions of sub-section 1 of Section 11 of the said Act shall not apply to the Jila Sahakari Kendriya Bank Mydt., Dewas (Madhya Pradesh) from the date of publication of this notification in the official Gazette to 31 March 2003.

[F. No. 1(30)/98-AC]

S. K. THAKUR, Under Secy.

नई दिल्ली, 18 दिसम्बर, 1998

का.आ. 6 :—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा 1 के उपबन्ध सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 31 मार्च, 2002 तक दि जिला सहकारी केन्द्रीय बैंक, मर्यादित, जगदलपुर (मध्य प्रदेश) पर लागू नहीं होंगे।

[संख्या 1(31)/98-ए सी

एस.के. ठाकुर, अवसर सचिव

New Delhi, the 18th December, 1998

S.O. 6.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendations of the Reserve Bank of India declares that the provisions of sub-section 1 of Section 11 of the said Act shall not apply to the Jila Sahakari Kendriya Bank Mydt., Jagdalpur (Madhya Pradesh) from the date of publication of this notification in the official Gazette to 31 March 2002.

[F. No. 1(31)/98-AC]

S. K. THAKUR, Under Secy.

नई दिल्ली, 18 दिसम्बर, 1998

का.आ. 7 :—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा 1 के उपबन्ध सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 31 मार्च, 2002 तक दि जिला सहकारी केन्द्रीय बैंक मर्यादित, अम्बिकापुर मध्य प्रदेश पर लागू नहीं होंगे।

[एफ. संख्या 1(32)/98-एसी]

एस.के. ठाकुर, अवसर सचिव

S.O. 7.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendations of the Reserve Bank of India declares that the provisions of sub-section 1 of Section 11 of the said Act shall not apply to the Jila Sahakari Kendriya Bank Mydt., Ambikapur (Madhya Pradesh) from the date of publication of this notification in the official Gazette to 31 March 2002.

[F. No. 1(32)/98-AC]

S. K. THAKUR, Under Secy.

नई दिल्ली, 18 दिसम्बर, 1998

का.आ. 8 :—भारतीय स्टेट बैंक (अनुपंगी बैंक) अधिनियम, 1959 (1959 का 38) का धारा 26 की उपधारा (2क) के साथ पठित धारा 25 की उपधारा (1) के खण्ड (मक) के अनुसरण में, केन्द्रीय सरकार, एतद्वारा, स्टेट बैंक आफ इंदौर, 4, एम.पी. नगर, अंचल कार्यालय, अंचल-II, भोपाल में विशेष सहायक श्री ज्योति प्रकाश जावर की दिनांक 18 दिसम्बर, 1998 से 17 दिसम्बर, 2001 तक तीन वर्ष की अवधि के लिए या उनके स्टेट बैंक आफ इंदौर में कर्मचारी रहने तक, जो भी पहले हो, स्टेट बैंक आफ इंदौर में निदेशक बोर्ड में निदेशक के रूप में नियुक्त करती है।

[एफ.सं. 15/12/97 आई आर]

यू.पी. सिंह, उप सचिव

New Delhi, the 18th December, 1998

S.O. 8.—In pursuance of clause (ca) of sub-section (1) of Section 25 read with sub-section (2A) of Section 26 of the State Bank of India (Subsidiary Banks) Act, 1959 (38 of 1959), the Central Government hereby appoints Shri Jyoti Prakash Jhavar, Special Assistant, State Bank of Indore, 4, M. P. Nagar, Zonal Office, Zone II, Bhopal as director on the Board of Directors of State Bank of Indore for a period of three years with effect from 18th December, 1998 to 17th December, 2001 or until he ceases to be an employee of State Bank of Indore whichever is earlier.

[F. No. 15/12/97-IR]

U. P. SINGH, Dy. Secy.

नई दिल्ली, 21 दिसम्बर, 1998

का.धा. 9.—भारतीय स्टेट बैंक (प्रत्युपभो बैंक) अधिनियम, 1959 (1959 का 38) की धारा 26 की उपधारा (2क) के साथ पठित धारा 26 की उपधारा (1) के खंड (गख) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा इस समय स्टेट बैंक आफ इंदौर अधिकारी समन्वय समिति के सचिव (पालिस्कार कालोनी ब्रांच, इंदौर के मुख्य प्रबंधक के पद पर नियुक्त) श्री जे. एस. दिलावरी को 21 दिसम्बर, 1998 से 20 दिसम्बर, 2001 तक अथवा स्टेट बैंक आफ इंदौर से अधिकारी के रूप में उनकी सेवाएं समाप्त होने तक, इसमें से जो भी पहले हो स्टेट बैंक आफ इंदौर के जोड़ में निदेशक नामित करती है। यह नामांकन रिट याचिका संख्या 4422-23/1998 (एल) पर कर्नाटक उच्च न्यायालय के अन्तिम निर्णय के अधीन होगा।

[एफ. नं० 8/3/98-बी०ओ०-1]

सुधीर श्रीवास्तव, निदेशक

New Delhi, the 21st December, 1998

S.O. 9.—In exercise of the powers conferred by clause (cb) of sub-section (1) of Section 25 read with sub-section (2A) of Section 26 of the State Bank of India (Subsidiary Banks) Act, 1959 (29 of 1959), the Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri J. S. Dilawari presently Secretary, State Bank of Indore Officers' Co-ordination Committee (posted as Chief Manager, Palsikar Colony Branch, Indore) as a Director on the Board, of State Bank of Indore with effect from 21st December, 1998 and upto 20th December, 2001, or until he ceases to be an officer of State Bank of Indore, whichever is earlier. The nomination will be subject to the final decision of the High Court of Karnataka in Writ Petition No. 4422-23/1998(L).

F. No. 8/3/98-B.O.I.]

SUDHIR SHRIYASTAVA, Director

विशेष संदेश

(कंसुलर अनुभाग)

नई दिल्ली, 14 दिसम्बर, 1998

का.धा. 10.—राजनयिक कंसुली अधिकारी (गृप एवं शुल्क) अधिनियम 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का दूतावास पेरिस में श्री आर.एस. नेगी [अताये (पी.एस.)] एवं श्री दीपक बलानी (सहायक)

को दिनांक 10-12-98 से सहायक कंसुली अधिकारी का कार्य करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/98]

एन.यू. अविराचन, अवसर सचिव (कंसुली)

MINISTRY OF EXTERNAL AFFAIRS

(Consular Section)

New Delhi, the 14th December, 1998

S.O. 10.—In pursuance of the Clause (a) of Section 2 of the Diplomatic and Consular Officers (Oath and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Shri R. S. Negi, Attache (PS) and Deepak Bellani, Asstt. in the Embassy of India, Paris to perform the duties of Assistant Consular Officer with effect from 10-12-1998.

[No. T-4330/1/98]

N. U. AVIRACHEN, Under Secy. (Cons.)

नई दिल्ली, 17 दिसम्बर, 1998

का.धा. 11.—राजनयिक कंसुली अधिकारी (गृप एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का दूतावास, बिस्केक में सहायक श्री पी.के. सरकार को दिनांक 16-12-1998 से सहायक कंसुली अधिकारी का कार्य करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/98]

एन.यू. अविराचन, सचिव (कंसुली)

New Delhi, the 17th December, 1998

S.O. 11.—In pursuance of the Clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Shri P. K. Sarkar, Assistant, in the Embassy of India, Bishkek to perform the duties of Assistant Consular Officer with effect from 16-12-98.

[No. T-4330/1/98]

N. U. AVIRACHEN, Under Secy. (Cons.)

नई दिल्ली, 17 दिसम्बर, 1998

का.धा. 12.—राजनयिक कंसुली अधिकारी (गृप एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का मुख्य कंसुलावास जंजीवार में श्री बी.के. शुक्ल को दिनांक 16-12-1998 से सहायक कंसुली अधिकारी के कार्य करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/98]

एन.यू. अविराचन, अवसर सचिव (कंसुली)

New Delhi, the 17th December, 1998

S.O. 12.—In pursuance of the Clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Shri D. K. Sukla, Personnel Assistant, in the Consulate General of India, Zanzibar to perform the duties of Assistant Consular Officer with effect from 16-12-98.

[No. T-4330/198]

N. U. AVIRACHEN, Under Secy. (Cons.)

कृषि मंत्रालय

(कृषि और सहकारिता विभाग)

नई दिल्ली, 23 दिसम्बर, 1998

का. घा. 12.—केन्द्रीय सरकार बहु-राज्य सहकारी समिति अधिनियम, 1984 (1984 का 51) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों वी प्रयोग करते हुए तथा भारत सरकार की अधिसूचना संख्या एल-11012/1/85-एल. एण्ड एम. दिनांक 21 अक्टूबर, 1998 का अधिसूचना कक्षे हुए एतद्वारा कृषि मंत्रालय, कृषि एवं सहकारिता विभाग में संयुक्त सचिव, श्री गोविन्दन नार, को सहायी आदेशों तक केन्द्रीय संजीवक सहकारी समिति के वर पर नियुक्त करता है।

[सं. एल-11012/1/85-एल. एण्ड एम.]

एम. भाटिया, धन्य सचिव

MINISTRY OF AGRICULTURE

(Department of Agriculture & Cooperation)

New Delhi, the 23rd December, 1998

S.O. 13.—In exercise of the powers conferred vide sub-section (1) of Section 4 of the Multi-State Cooperative Societies Act, 1984 (51 of 1984) and in supersession of the Government of India Notification No. L-11012/1/85-L&M dated 21st October, 1998 the Central Government hereby appoints Shri Govindan Nair, Joint Secretary in the Ministry of Agriculture, Department of Agriculture & Cooperation as the Central Registrar of Cooperative Societies till further orders.

[No. L-11012/1/85-L&M]

M. BHATIA, Under Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 9 दिसम्बर, 1998

का. घा. 14.—सूचना (प्रमाण) नियम, 1983 के नियम 7 एवं 8 के साथ पठित अधिनियम अधिनियम, 1952 (1952 का 37वीं) के खण्ड 5 उपखण्ड (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार निर्देश देती है कि इस मंत्रालय को दिनांक 6-10-98 की समसंयुक्त अधिसूचना द्वारा अधिसूचित की गई केन्द्रीय फिल्म प्रमाणन बोर्ड के मुख्य सलाहकार पैनल के सदस्यों की सूची में से कम से कम 15 पर प्रस्ताव पड़ा डा. राम एस. तरनेजा का नाम हटा दिया जाए।

[फा.सं. 809/9/98-एफ (सी)]

आई.पी. मिश्रा, डेप्टी सचिव

MINISTRY OF INFORMATION
AND BROADCASTING

New Delhi, the 9th December, 1998

S.O. 14.—In exercise of the powers conferred by sub-section (1) of section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 the Central Government is pleased to direct that from the list of members of the Mumbai Advisory Panel of the Central Board of Film Certification notified in this Ministry's Notification of even number, dt. 9-10-98 the name of Dr. Ram S. Tarneja appearing at S. No. 15 be deleted.

[F. No. 809/9/98-F(C)]

I. P. MISHRA, Desk Officer

ग्रहरी कार्य और रोजगार मंत्रालय

नई दिल्ली, 18 दिसम्बर, 1998

का. घा. 15.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 (4) के अनुसरण में हुडको के निम्नलिखित कार्यालयों को, जिनके 80 प्रतिशत से अधिक कर्मचारी वृद्ध ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :-

1. हुडको क्षेत्रीय कार्यालय, 8 जन मार्ग सेक्टर 9 डी, चंडीगढ़-160 017
2. हुडको क्षेत्रीय कार्यालय, गृह निर्माण भवन बोधी मंजिल, आश्रम रोड, अहमदाबाद-38 0009
3. हुडको क्षेत्रीय कार्यालय, कम. नं. 325, द्वितीय मंजिल महाडा, गृह निर्माण भवन मम्बई-400 051
4. हुडको क्षेत्रीय कार्यालय, 5वीं मंजिल ओ सी एच सी काम्पलेक्स, नियर राम मंदिर जनपथ, भुवनेश्वर-751 001

[F-11017/1/97-हिन्दी]

बी. एस. मिन्हास, संयुक्त सचिव

MINISTRY OF URBAN AFFAIRS
AND EMPLOYMENT

New Delhi, the 18th December, 1998

S.O. 15.—In pursuance of Rule 10 (4) of the Official Language (Use for Official purposes of the Union) Rule, 1976 the Central Government hereby notifies the following 4 Regional Offices of HUDCO, where the percentage of Hindi knowing staff has gone above 80 per cent :

1. HUDCO Regional Office, 8 Jan Marg, Sector-9 D, Chandigarh-160017.
2. HUDCO Regional Office, Grih Nirman Bhawan, 4th floor, Ashram Road, Ahmedabad-380 009.
3. HUDCO Regional Office, Room No. 325, 2nd floor, MAHADA, Grih Nirman Bhawan, Mumbai-400 051.

4. HUDCO Regional Office, 5th floor, OCHC complex, near Ram Mandir, Janpath, Bhuvaneshwar-751 001.

[No. E-11017/1/97-Hindi]
B. S. MINHAS, Jt. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 22 दिसम्बर, 1998

का.आ. 16.—केन्द्रीय सरकार, पेट्रोलियम और खनिज, पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 2 के खंड (क) के अनुसरण में नीचे दी गई अनुसूची के स्तम्भ (1) में उल्लिखित व्यक्तियों को, महाराष्ट्र राज्य में रत्नागिरि जिले की तहसील गुहागर में कातालबाड़ी में स्थित ब्रवीकृत प्राकृतिक गैस (द्र.प्रा. गै.) नगरीकरण प्रसुविधाओं से ठाणे जिले का तालासारी तहसील में उपलब्ध में स्थित टर्मिनल तक मैसर्स मेट्रोपोलिस गैस कंपनी प्राइवेट लिमिटेड की पाइपलाइन बिछाने के लिए उक्त अनुसूची के स्तम्भ (2) में वर्णित क्षेत्रों की बाबत, उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए प्राधिकृत करती है :

अनुसूची

व्यक्तियों का नाम और पता	अधिकारिता का क्षेत्र
1	2
श्री एल. डब्ल्यू. चौधरी, मैसर्स मेट्रोपोलिस गैस कंपनी प्राइवेट लिमिटेड, 56, मेकर चैम्बर, नरीमन प्वाइन्ट, मुम्बई-400021 के साथ संविदा के आधार पर। और/या	महाराष्ट्र राज्य
श्री ए. बी. वरदकर मैसर्स मेट्रोपोलिस गैस कंपनी प्राइवेट लिमिटेड, 56 मेकर चैम्बर, नरीमन प्वाइन्ट मुम्बई-400021 के साथ संविदा के आधार पर। और/या	महाराष्ट्र राज्य
श्री एस. एस. रिशबुद, मै. मेट्रोपोलिस गैस कंपनी प्राइवेट लिमिटेड, 56 मेकर चैम्बर, नरीमन प्वाइन्ट, मुम्बई-400021 के साथ संविदा के आधार पर। और/या	महाराष्ट्र राज्य

1

श्री एस. बी. देसाई,
मै. मेट्रोपोलिस गैस कंपनी
प्राइवेट लिमिटेड,
56 मेकर चैम्बर,
नरीमन प्वाइन्ट, मुम्बई-400021
के साथ संविदा के आधार पर।

2

महाराष्ट्र राज्य

[स. एल. 14014/8/98-जी.पी.]

आई. एस. एन. प्रसाद, उप सचिव

MINISTRY OF PETROLEUM AND
NATURAL GAS

New Delhi, the 22nd December, 1998

S.O. 16.—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals, Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorise the persons mentioned in column (1) of the Schedule given below to perform the functions of the competent authority under the said Act for laying of the pipeline of M/s. Metropolis Gas Company Private Limited from Liquefied Natural Gas (LNG) regasification facilities located at Katalwadi, Tehsil Guhagar in Ratnagiri district to the terminal located in Uplat, Tehsil Talasari in Thane District of State of Maharashtra, in respect of the area mentioned in column (2) of the said Schedule :

SCHEDULE

Name and Address of the Persons	Area of Jurisdiction
Shri L. W. Chaudhary on contract basis with M/s Metropolis Gas Company Private Limited, 56, Maker Chamber, Nariman Point, Mumbai 400021. and/or	State of Maharashtra
Shri A. V. Varadkar, on contract basis with M/s. Metropolis Gas Company Private Limited, 56, Maker Chamber, Natiman Point, Mumbai 400021. and/or	-do-
Shri S. S. Rishbud, on contract basis with M/s. Metropolis Gas Company Private Limited, 56, Maker Chamber, Nariman Point, Mumbai 400021. and/or	-do-
Shri S. V. Desai on contract basis with M/s. Metropolis Gas Company Private Limited, 56, Maker Chamber, Nariman Point, Mumbai 400021.	-do-

[No. L-14014/8/98-GP]

I. S. N. PRASAD, Dy. Secy.

नई दिल्ली, 28 दिसंबर, 1998

का. आ.—17 — केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि ^{विद्यमान} मथुरा - जालंधर पाइपलाइन से सोनीपत से मेरठ तक पेट्रोलियम के परिवहन के लिए एक ब्रांच पाइपलाइन इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा बिछाई जाए;

और ऐसा प्रतीत होता है कि उक्त पाइपलाइन बिछाने के प्रयोजन के लिए अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि के उपयोग के अधिकार का अर्जन करना आवश्यक है ;

अतः केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन), अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, राजपत्र, में यथा प्रकाशित इस अधिसूचना की प्रतियाँ जनसाधारण को उपलब्ध करा दिए जाने की तारीख से ~~दस~~ ^{दस} दिनों के भीतर, उनमें उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में आपत्ति लिखित रूप से श्री अशोक कुमार, सक्षम प्राधिकारी, सोनीपत - मेरठ एवं कुरुक्षेत्र- सहारनपुर पाइपलाइन प्रोजेक्ट, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, कोठी नं० K-33, पल्लवपुरम, फेस- 2, मेरठ को कर सकेगा ।

अनुसूची

तहसील- बागपत

जिला - बागपत

राज्य - उत्तर प्रदेश

क्षेत्रफल

गांव का नाम

खसरा न०

हेक्टेयर

आर

वर्गमीटर

बागपत खादर

419

0

13

74

518

0

04

69

523

0

02

51

525

0

09

72

526

0

08

38

539

0

08

88

540

0

05

36

541

0

03

18

बागपत अन्दर हद्द

2897

0

14

58

2899

0

01

20

2906

0

08

21

2908

0

07

71

2909

0

00

96

2910

0

07

71

2922

0

05

87

बागपत बागर

1157

0

09

72

1158

0

00

63

1253

0

03

35

1254

0

01

16

1255

0

05

36

1256

0

00

42

1257

0

00

21

1258

0

09

39

1262

0

04

53

1263

0

08

71

1264

0

00

87

1265

0

00

21

1266

0

00

42

1267

0

19

11

1268

0

00

21

1274

0

21

29

1275

0

00

21

1277

0

10

22

तहसील- बागपत		जिला - बागपत	राज्य - उत्तर प्रदेश	
			क्षेत्रफल	
गांव का नाम	खसरा न०	हेक्टेयर	आर	तर्गोमीटर
	1302	0	08	38
	1304	0	03	68
	1305	0	04	02
	1306	0	02	34
	1307	0	00	21
	1315	0	16	26
	1320	0	07	37
	1321	0	00	88
	1322	0	03	02
	1334	0	04	02
	1376	0	07	48
	1377	0	12	07
	1379	0	00	42
	1413	0	00	42
	1416	0	00	56
	1457	0	14	92
	1458	0	00	42
	1459	0	13	07
	1462	0	00	42
	1463	0	00	21
	1464	0	27	32
	1465	0	31	51
	1477	0	00	21
	1504	0	00	42
	1505	0	00	21
	1507	0	04	51
	1508	0	10	06
	1509	0	09	72
	1510	0	00	21
	1511	0	19	44
	1512	0	25	81
	1513	0	00	21
	1514	0	00	42
	1515	0	06	70
	1516	0	12	57

तहसील- बागपत		जिला - बागपत		राज्य - उत्तर प्रदेश	
		क्षेत्रफल			
गाँव का नाम	खसरा न०	हेक्टेयर	आर.	वर्गमीटर	
कासगाबाद दुडवा	113	0	08	88	
	114	0	16	76	
	115	0	20	28	
	116	0	01	28	
	118	0	00	33	
	187	0	00	67	
	260	0	06	54	
	261	0	00	42	
	262	0	05	92	
	263	0	19	44	
	264	0	00	42	
	265	0	17	77	
	266	0	01	56	
	268	0	25	14	
	300	0	01	20	
	301	0	03	94	
	302	0	13	41	
	303	0	09	72	
	304	0	00	42	
	315	0	00	42	
	317	0	00	42	
	319	0	11	90	
	322	0	00	05	
	337	0	00	42	
	340	0	00	71	
	341	0	07	20	
अहैडा	61	0	20	43	
	64	0	00	42	
	65	0	08	38	
	68	0	12	07	
	69	0	10	06	
	70	0	00	42	
	85	0	00	33	
	87	0	21	29	
	89	0	00	42	
	90	0	12	73	
	94	0	13	40	

तहसील- बागपत

जिला - बागपत

राज्य - उत्तर प्रदेश

क्षेत्रफल

गाँव का नाम

खसरा न०

हेक्टेयर

आर

वर्गमीटर

95	0	00	08
98	0	33	85
99	0	00	42
105	0	04	19
266	0	14	08
267	0	13	91
268	0	00	42
269	0	00	08
281	0	07	04
288	0	19	78
294	0	00	14
297	0	00	42
298	0	18	77
300	0	22	96
302	0	03	68

सूरजपुर महनवा

90	0	00	42
97	0	11	39
101	0	10	39
102	0	15	57
103	0	05	36
255	0	03	18
269	0	10	89
275	0	40	22
287	0	22	12
288	0	00	21
292	0	12	40
293	0	00	21
294	0	00	21
295	0	02	56
298	0	16	42
330	0	01	01
332	0	00	21
335/1	0	01	20
335/2	0	24	80
336	0	00	04

चौहलदा

54	0	15	10
55	0	00	60
56	0	00	21

तहसील- बागपत

जिला - बागपत

राज्य - उत्तर प्रदेश

क्षेत्रफल

गांव का नाम	खसरा न०	हेक्टेयर	आर	वर्गमीटर
	60	0	02	51
	75	0	02	10
	76	0	00	28
	77	0	05	70
	78	0	03	27
	79	0	00	40
	80	0	00	16
	81	0	00	80
	85	0	00	21
	86	0	00	34
	101	0	10	73
	102	0	04	20
	104	0	15	08
	107	0	00	40
	108	-0	02	20
	109	0	05	19
	110	0	04	86
	111	0	02	04
	112	0	00	36
	265	0	08	21
	266	0	00	42
	269	0	00	67
	274	0	05	86
	275	0	05	70
	276	0	00	84
	277	0	00	11
	278	0	01	40
	280	0	08	21
	281	0	00	12
	331	0	00	21
	349	0	01	34
	350	0	13	41
	352	0	06	37
	355	0	07	43
	356	0	01	13
	357	0	00	21
	359	0	06	87
	360	0	06	20
	361	0	02	80
	376	0	03	35
	377	0	04	29
	378	0	07	37

तहसील- बागपत	जिला - बागपत	राज्य - उत्तर प्रदेश		
		क्षेत्रफल		
गांव का नाम	खसरा न०	हेक्टेयर	आर	वर्गमीटर
हबीबपुर माजरा	521	0	00	21
	543	0	00	42
	545	0	14	08
गौरीपुर	45	0	00	67
	318	0	00	42
	407	0	06	12
	408	0	13	05
	409	0	00	67
	410	0	09	39
	411	0	08	71
	413	0	28	16
	414	0	00	42
	415	0	00	21
	419	0	02	96
	421	0	00	46
	422	0	07	71
	423	0	09	05
	424	0	00	42
	425	0	08	98
	426	0	01	52
	429	0	08	98
	430	0	07	88
	431	0	06	04
	432	0	00	42
	434	0	05	33
	435	0	00	48
	493	0	05	36
	495	0	04	35
	496	0	04	02
	497	0	04	35
	498	0	05	36
	503	0	00	21
	504	0	00	76
	505	0	05	03
	506	0	05	69
	507	0	01	68
	510	0	00	42
	511	0	16	09
	512	0	00	42
	513	0	00	21
	514	0	04	36

तहसील- बागपत	जिला - बागपत	राज्य - उत्तर प्रदेश	क्षेत्रफल	
गाँव का नाम	खसरा न०	हेक्टेयर	आर	वर्गमीटर
	515	0	05	36
	516	0	07	71
बसा टीकरी	28	0	08	72
	31	0	01	33
	32	0	07	23
	33	0	08	71
	86	0	00	42
	87	0	00	67
	102	0	11	73
	103	0	00	21
	104	0	00	21
	105	0	05	70
	106	0	14	08
	117	0	00	42
	118	0	00	10
	122	0	02	38
	123	0	09	57
	124	0	14	92
	125	0	00	42
	126	0	13	58
	127	0	17	10
	128	0	00	42
	152	0	01	26
	169	0	18	44
	174	0	16	09
	392	0	11	89
	394	0	05	53
	395	0	02	97
	399	0	00	21
	400	0	00	42
	401	0	12	07
	402	0	07	20
	406	0	00	21
	407	0	22	12
	408	0	13	07
	412	0	00	67
	421	0	31	00
	422	0	05	36
	423	0	00	33
	424	0	00	42
	425	0	07	54
	426	0	11	73
	427	0	00	67
	442	0	03	36

तहसील- खेकड़ा	जिला - बागपत	राज्य उत्तर प्रदेश		
गांव का नाम	चक नं०	क्षेत्रफल		
	खसरा नं०	हेक्टेयर	आर	वर्गमीटर
झौला	36			
	1725	0	01	34
	1732	0	17	10
	1735/1	0	16	76
	60			
	895	0	16	09
	64			
	1546	0	09	39
	75			
	1066/1	0	00	68
	1068/2	0	01	67
	143			
	894	0	17	77
	161			
	1546	0	05	70
	183			
	1539	0	05	03
	200			
	1550	0	13	41
	214			
	1668	0	05	70
	1669	0	00	85
	220			
	1723	0	00	96
	233			
	1572	0	10	73
	1573	0	02	01
	1574	0	11	06

महरील - खेकडा	जिला - बागपत	राज्य उत्तर प्रदेश		
गांव का नाम	चक नं०	क्षेत्रफल		
	खसरा नं०	हेक्टेयर	आर	वर्गमीटर
	269			
	1066/1	0	02	16
	1066/3	0	01	74
	335			
	1060	0	10	05
	376			
	1671/1	0	14	44
	1678	0	01	96
	1678/1815	0	00	21
	393			
	1068/2	0	03	54
	1669	0	05	03
	432			
	1669	0	10	72
	440			
	809	0	14	75
	818	0	00	05
	891	0	03	20
	892	0	00	21
	893	0	00	21
	442			
	1723	0	03	02
	1725	0	10	56
	452			
	1567	0	11	06
	571			
	1068/2	0	00	64
	1669	0	00	16
	576			
	1549	0	03	85
	1552	0	00	42

तहसील -खेकड़ा	जिला - बागपत	राज्य उत्तर प्रदेश		
गांव का नाम	घक नं०	क्षेत्रफल		
	खसरा नं०	हेक्टेयर	आर	वर्गमीटर
	582			
	791	0	00	21
	792/1	0	10	40
	794/1	0	00	88
	795	0	00	21
	796	0	29	83
	797	0	07	63
	588			
	1539	0	00	72
	647			
	805	0	03	02
	823	0	00	11
	691			
	1549	0	10	39
	1550	0	04	02
	746			
	1051/2	0	27	49
	763			
	809	0	01	20
	871			
	802	0	04	03
	803	0	28	16
	872			
	1539	0	00	16
	1543	0	00	61
	1545	0	03	35
	1546	0	01	34
	936			
	802	0	07	04
	946			
	898/2	0	10	72

तहसील- खेकड़ा	जिला - बागपत	राज्य उत्तर प्रदेश		
गांव का नाम	चक नं०	क्षेत्रफल		
	खसरा नं०	हेक्टेयर	आर	वर्गमीटर
	947			
	898/2	0	09	05
	975			
	1066/1	0	00	68
	1066/3	0	02	89
	977			
	1060	0	01	17
	1062			
	1539	0	02	35
	1543	0	00	45
	1545	0	01	08
	1109			
	1546	0	02	18
	1547	0	00	21
	1550	0	05	70
	1138			
	1549	0	00	48
	1550	0	01	54
	1192			
	1736	0	16	42
	1196			
	803	0	08	72
	804	0	00	21
	805	0	02	35
	1221			
	809	0	07	21
	822	0	00	11
	824	0	00	44
	1258			
	1723	0	16	42

तहसील- खेकड़ा	जिला - बागपत	राज्य उत्तर प्रदेश		
गांव का नाम	चक नं०	क्षेत्रफल		
	खसरा नं०	हेक्टेयर	आर	वर्गमीटर
1301				
1671		0	15	75
1673		0	00	21
1674		0	00	32
बाग				
1672/2		0	01	87
1722/1		0	01	35
ग्राम समाज				
1066/2		0	01	52
1066/3		0	02	41
1668		0	01	60
नई नाली				
894		0	00	21
895		0	00	21
896		0	00	21
1546		0	00	21
1736		0	00	18
नया चकमार्ग				
894		0	00	42
1539		0	00	63
1567		0	00	42
1736		0	00	93
पुराने रास्ते				
793		0	00	42
897		0	00	63
936		0	00	84
1538		0	00	42
1568		0	00	42
1668		0	00	90
1670		0	00	42
पुरानी नाली				
798		0	00	21
915		0	00	21
1052		0	00	21
1668		0	00	21
1675		0	00	21

तहसील- खेकड़ा जिला - बागपत राज्य उत्तर प्रदेश

गांव का नाम

क्षेत्रफल

खसरा नं०

हेक्टेयर

आर

वर्गमीटर

	1700	0	00	21
	1733	0	00	21
	1737	0	00	21
पिलाना	14	0	13	74
	19	0	17	10
	20	0	10	39
	21	0	00	84
	22	0	00	21
	34	0	15	75
	35	0	04	20
	36	0	09	39
	40	0	08	72
	41	0	18	60
	62	0	00	63
	63	0	00	21
	65	0	39	05
	96	0	00	21
	97	0	20	11
	104	0	00	21
	106	0	30	17
	136	0	23	69
	137	0	00	60
	138	0	00	84
	139	0	00	50
	156	0	40	56
	157	0	18	10
	201	0	07	71
	202	0	10	73
	204	0	02	85
	208	0	00	21
	229	0	10	73
	230	0	00	21
	231	0	01	17
	247	0	04	36
	270	0	00	21
	271	0	06	20

तहसील खेकड़ा	जिला - बागपत	राज्य उत्तर प्रदेश		
गांव का नाम	खसरा नं०	क्षेत्रफल		
		हेक्टेयर	आर	वर्गमीटर
	273	0	03	69
	274	0	04	02
	275	0	05	20
	282	0	23	13
	287	0	0	63
	292	0	00	21
	293	0	23	63
	302	0	05	03
	303	0	14	58
	306	0	00	21
	307	0	00	11
	308	0	00	11
	309	0	01	17
	310	0	00	83
	452	0	02	51
मुरादगामपुर रोशनगढ़	30	0	00	21
	32	0	29	83
	35	0	04	86
	36	0	00	21
	38	0	11	06
	39	0	00	42
	63	0	22	29
	65	0	00	42
	69	0	00	21
	70	0	15	59
	81	0	13	58
	82	0	04	19
	83	0	19	78
	103	0	00	42
	104	0	00	21
	105	0	12	57
	106	0	00	42
	108	0	31	68
	110	0	09	89
	129	0	00	61
	132	0	00	36
	133	0	13	41
	134	0	17	25

तहसील- खेकड़ा	जिला - बागपत	राज्य उत्तर प्रदेश		
गांव का नाम	क्षेत्रफल			
	खसरा नं०	हेक्टेयर	आर	वर्गमीटर
दौलतपुर	141	0	30	17
	142	0	04	19
	219	0	08	55
	221	0	11	23
	222	0	04	02
	2	0	05	03
	3	0	08	38
	13	0	02	35
	32	0	22	93
	33	0	00	42
	34	0	02	40
	35	0	02	16
	36	0	18	10
	37	0	17	10
	38	0	01	68
	39	0	00	42
	43	0	00	24
	44	0	11	73
खेड़ावीरान	126	0	00	08
	140	0	00	34
	141	0	16	93
	143	0	01	34
	147	0	00	08
	148	0	18	11
	151	0	11	23
	152	0	05	86
	153	0	10	39
	154	0	00	84
	155	0	05	03
	239	0	08	55
	240	0	17	77
	241	0	09	55
	269	0	00	12
	270	0	06	70
	271	0	19	11
	272	0	00	42
	273	0	19	11
	274	0	00	24

तहसील- खेकड़ा	जिला - बागपत	राज्य उत्तर प्रदेश		
गांव का नाम	क्षेत्रफल			
	खसरा नं०	हेक्टेयर.	आर	वर्गमीटर
मुकरमतपुर चकबन्दी	20	0	06	87
	26	0	01	16
	27	0	16	93
	28	0	15	75
	29	0	12	40
	33	0	00	84
	35	0	36	20
	36	0	00	55
	37	0	00	84
	67	0	06	03
	68	0	16	76
	69	0	09	72
	100	0	22	62
	102	0	10	22
	103	0	06	70
	105	0	01	01
	111	0	00	63
	113	0	05	36
	116	0	16	26
	118	0	16	59
	120	0	13	07
	126	0	01	36
	127	0	00	42
	128	0	12	07
झीलचा	120	0	00	21
	245	0	17	60
	254	0	00	21
	255	0	00	63
	257	0	29	83
	258	0	00	48
	259	0	00	63
	260	0	00	21
	262	0	16	76
	263	0	09	39
	265	0	11	73
	271	0	00	42
	272	0	09	21
	273	0	01	20
	274	0	00	42

तहसील- खेकड़ा	जिला - बागपत	राज्य उत्तर प्रदेश		
गांव का नाम	क्षेत्रफल			
	खसरा नं०	हेक्टेयर	आर	वर्गमीटर
	384	0	00	84
	385	0	00	42
	454	0	14	58
	455	0	00	42
	456	0	02	61
	457	0	00	21
	471	0	09	39
	472	0	10	73
	473	0	10	39
	474	0	09	05
	475	0	00	71
	476	0	00	42
	479	0	14	25
	480	0	00	42
	481	0	19	61
	484	0	00	10
	499	0	00	84
	543	0	10	06
	544	0	00	42
	545	0	00	42
	546	0	11	40
	547	0	14	25
	553	0	13	74
	591	0	00	42
	592	0	00	42
	595	0	05	03
	596	0	14	41
	597	0	00	43
	599	0	00	21
	602	0	04	69
	603	0	00	21
	620	0	26	15
	622	0	00	08
	623	0	01	50
	624	0	09	22
	660	0	00	08
	661	0	00	20
	662	0	03	85
	663	0	00	56
	665	0	07	88

तहसील- खेकड़ा	जिला - बागपत	राज्य उत्तर प्रदेश		
गांव का नाम	खसरा नं०	क्षेत्रफल		
		हेक्टेयर	आर	वर्गमीटर
	666	0	00	21
	675	0	00	42
	685	0	00	08
	686	0	08	38
	690	0	00	43
	692	0	18	10
	695	0	01	68
	696	0	00	42
	698	0	01	52
	699	0	04	02
	700	0	11	06
	701	0	00	42
	702	0	01	90
	712	0	00	42
	716	0	10	06
	1066	0	01	67
	1069	0	15	08
	1070	0	03	10
	1078	0	00	42
	1079	0	04	36
	1080	0	00	21
	1081	0	04	69
	1083	0	09	72
	1084	0	00	42
	1085	0	17	43
	1088	0	13	24
1089	0	00	21	
1092	0	00	10	
हबीबपुर नंगला	531	0	09	89
	561	0	00	42
	565	0	06	37
	568	0	01	60
	569	0	07	04
	570	0	03	33
	571	0	00	21
	572	0	17	60
	573	0	00	42
	577	0	11	56
	578	0	00	21
	580	0	27	49

तहसील- खेकड़ा	जिला - बागपत	राज्य उत्तर प्रदेश		
गांव का नाम	खसरा नं०	क्षेत्रफल		
		हेक्टेयर	आर	वर्गमीटर
	583	0	10	06
	584	0	00	21
	585	0	00	42
	586	0	04	53
	588	0	03	20
	607	0	00	21
	608	0	01	67
	646	0	00	21
	657	0	00	64
	658	0	01	60
	659	0	05	87
	660	0	00	21
	661	0	19	78
	664	0	00	96
	665	0	00	42
	666	0	00	42
	669	0	00	21
	671	0	19	27
बाखरपुर बालैनी	732	0	10	06
	753	0	00	42
	758	0	05	70
	759	0	09	55
	760	0	06	70
	761	0	03	27
	784	0	06	29
	812	0	08	13
	816	0	05	87
	817	0	06	70
	818	0	03	35
	895	0	00	63
	923	0	00	24
	924	0	00	83
	941	0	02	51
	942	0	00	21
	945	0	00	63
	946	0	12	23
	947	0	26	65

तहसील- खेकड़ा	जिला - बागपत	राज्य उत्तर प्रदेश		
गांव का नाम	खसरा नं०	क्षेत्रफल		
		हेक्टेयर	आर	वर्गमीटर
	961	0	01	62
	964	0	03	18
	965	0	13	49
	966	0	00	42
	968	0	08	21
	969	0	10	73

[सं.-आर-31015/10/98--ओ. आर.-I]

एस. चन्द्रशेखर, अवर सचिव

New Delhi, 28th December, 1998

S.O. 17.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum from Sonapat to Meerut, a branch pipeline should be laid, from existing Mathura Jalandhar Pipeline by Indian Oil Corporation Limited;

And whereas, it appears that for the purpose of laying such pipeline it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines(Acquisition of Right of User In Land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri Ashok Kumar, Competent Authority, Sonapat-Meerut Kurukshetra-Saharanpur Pipeline Project, Indian Oil Corporation Limited, K-33, Pallavpuram, Phase -II, Meerut.

Schedule

Tehsil - Baghpat		District - Baghpat		State - Uttar Pradesh	
		Area			
Name of Village	Khasra No.	Hectare	Are	Sq.Mtr.	
Baghpat Khadar	419	0	13	74	
	518	0	04	69	
	523	0	02	51	
	525	0	09	72	
	526	0	08	38	
	539	0	08	88	
	540	0	05	36	
	541	0	03	18	
Baghpat Ander Hadood	2897	0	14	58	
	2899	0	01	20	
	2906	0	08	21	
	2908	0	07	71	
	2909	0	00	96	
	2910	0	07	71	
	2922	0	05	87	
Baghpat Bangar	1157	0	09	72	
	1158	0	00	63	
	1253	0	03	35	
	1254	0	01	16	
	1255	0	05	36	
	1256	0	00	42	
	1257	0	00	21	
	1258	0	09	39	
	1262	0	04	53	
	1263	0	08	71	
	1264	0	00	87	
	1265	0	00	21	
	1266	0	00	42	
	1267	0	19	11	
	1268	0	00	21	
	1274	0	21	29	
	1275	0	00	21	
	1277	0	10	22	

Tehsil - Baghpat		District - Baghpat		State - Uttar Pradesh	
		Area			
Name of Village	Khasra No.	Hectare	Are	Sq.Mtr.	
	1302	0	08	38	
	1304	0	03	68	
	1305	0	04	02	
	1306	0	02	34	
	1307	0	00	21	
	1315	0	16	26	
	1320	0	07	37	
	1321	0	00	88	
	1322	0	03	02	
	1334	0	04	02	
	1376	0	07	48	
	1377	0	12	07	
	1379	0	00	42	
	1413	0	00	42	
	1416	0	00	56	
	1457	0	14	92	
	1458	0	00	42	
	1459	0	13	07	
	1462	0	00	42	
	1463	0	00	21	
	1464	0	27	32	
	1465	0	31	51	
	1477	0	00	21	
	1504	0	00	42	
	1505	0	00	21	
	1507	0	04	51	
	1508	0	10	06	
	1509	0	09	72	
	1510	0	00	21	
	1511	0	19	44	
	1512	0	25	81	
	1513	0	00	21	
	1514	0	00	42	
	1515	0	06	70	
	1516	0	12	57	

Tehsil - Baghpat	District - Baghpat	State - Uttar Pradesh
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Area

Name of Village	Khasra No.	Hectare	Are	Sq.Mtr.
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Kasmabad Durhwa	113	0	08	88
	114	0	16	76
	115	0	20	28
	116	0	01	28
	118	0	00	33
	187	0	00	67
	260	0	06	54
	261	0	00	42
	262	0	05	92
	263	0	19	44
	264	0	00	42
	265	0	17	77
	266	0	01	56
	268	0	25	14
	300	0	01	20
	301	0	03	94
	302	0	13	41
	303	0	09	72
	304	0	00	42
	315	0	00	42
	317	0	00	42
	319	0	11	90
	322	0	00	05
	337	0	00	42
	340	0	00	71
	341	0	07	20
Ahera	61	0	20	43
	64	0	00	42
	65	0	08	38
	68	0	12	07
	69	0	10	06
	70	0	00	42
	85	0	00	33
	87	0	21	29
	89	0	00	42
	90	0	12	73
	94	0	13	40

Tehsil - Baghpat		District - Baghpat		State - Uttar Pradesh	
		Area			
Name of Village	Khasra No.	Hectare	Are	Sq.Mtr.	
	95	0	00	08	
	98	0	33	85	
	99	0	00	42	
	105	0	04	19	
	266	0	14	08	
	267	0	13	91	
	268	0	00	42	
	269	0	00	08	
	281	0	07	04	
	288	0	19	78	
	294	0	00	14	
	297	0	00	42	
	298	0	18	77	
	300	0	22	96	
	302	0	03	68	
Surajpur Mahnwa	90	0	00	42	
	97	0	11	39	
	101	0	10	39	
	102	0	15	57	
	103	0	05	36	
	255	0	03	18	
	269	0	10	89	
	275	0	40	22	
	287	0	22	12	
	288	0	00	21	
	292	0	12	40	
	293	0	00	21	
	294	0	00	21	
	295	0	02	56	
	298	0	16	42	
	330	0	01	01	
	332	0	00	21	
	335/1	0	01	20	
	335/2	0	24	80	
	336	0	00	04	
Chohalda	54	0	15	10	
	55	0	00	60	
	56	0	00	21	

Tehsil - Baghpat

District - Baghpat

State - Uttar Pradesh

Area

Name of Village

Khasra No.

Hectare

Are

Sq.Mtr.

60	0	02	51
75	0	02	10
76	0	00	28
77	0	05	70
78	0	03	27
79	0	00	40
80	0	00	16
81	0	00	80
85	0	00	21
86	0	00	34
101	0	10	73
102	0	04	20
104	0	15	08
107	0	00	40
108	0	02	20
109	0	05	19
110	0	04	86
111	0	02	04
112	0	00	36
265	0	08	21
266	0	00	42
269	0	00	67
274	0	05	86
275	0	05	70
276	0	00	84
277	0	00	11
278	0	01	40
280	0	08	21
281	0	00	12
331	0	00	21
349	0	01	34
350	0	13	41
352	0	06	37
355	0	07	43
356	0	01	13
357	0	00	21
359	0	06	87
360	0	06	20
361	0	02	80
376	0	03	35
377	0	04	29
378	0	07	37

Tehsil - Baghpat

District - Baghpat

State - Uttar Pradesh

Area

Name of Village	Khasra No.	Hectare	Are	Sq.Mtr.
Habibpur Mazra	521	0	00	21
	543	0	00	42
	545	0	14	08
Gauripur	45	0	00	67
	318	0	00	42
	407	0	06	12
	408	0	13	05
	409	0	00	67
	410	0	09	39
	411	0	08	71
	413	0	28	16
	414	0	00	42
	415	0	00	21
	419	0	02	96
	421	0	00	46
	422	0	07	71
	423	0	09	05
	424	0	00	42
	425	0	08	98
	426	0	01	52
	429	0	08	98
	430	0	07	88
	431	0	06	04
	432	0	00	42
	434	0	05	33
	435	0	00	48
	493	0	05	36
	495	0	04	35
	496	0	04	02
	497	0	04	35
	498	0	05	36
	503	0	00	21
	504	0	00	76
	505	0	05	03
	506	0	05	69
	507	0	01	68
	510	0	00	42
	511	0	16	09
	512	0	00	42
	513	0	00	21
	514	0	04	36

Tehsil - Baghpat

District - Baghpat

State - Uttar Pradesh

Name of Village	Khasra No.	Area		
		Hectare	Are	Sq.Mtr.
	515	0	05	36
	516	0	07	71
Basa Tikri	28	0	08	72
	31	0	01	33
	32	0	07	23
	33	0	08	71
	86	0	00	42
	87	0	00	67
	102	0	11	73
	103	0	00	21
	104	0	00	21
	105	0	05	70
	106	0	14	08
	117	0	00	42
	118	0	00	10
	122	0	02	38
	123	0	09	57
	124	0	14	92
	125	0	00	42
	126	0	13	58
	127	0	17	10
	129	0	00	42
	152	0	01	26
	169	0	18	44
	174	0	16	09
	392	0	11	89
	394	0	05	53
	395	0	02	97
	399	0	00	21
	400	0	00	42
	401	0	12	07
	402	0	07	20
	406	0	00	21
	407	0	22	12
	408	0	13	07
	412	0	00	67
	421	0	31	00
	422	0	05	36
	423	0	00	33
	424	0	00	42
	425	0	07	54

Tehsil- Khekra	Distt- Baghpat	State : Uttar Pradesh		
Name of Village	Chak No.	Area		
	Khasra No.	Hectare	Are	Sq. Mtr.
Daula	426	0	11	73
	427	0	00	67
	442	0	03	36
	36			
	1725	0	01	34
	1732	0	17	10
	1735/1	0	16	76
	60			
	895	0	16	09
	64			
	1546	0	09	39
	75			
	1066/1	0	00	68
	1068/2	0	01	67
	143			
	894	0	17	77
	161			
	1546	0	05	70
	183			
	1539	0	05	03
	200			
	1550	0	13	41
	214			
	1668	0	05	70
	1669	0	00	85
	220			
	1723	0	00	96
	233			
	1572	0	10	73
	1573	0	02	01
	1574	0	11	06

Tehsil- Khekra	Distt- Baghpat	State : Uttar Pradesh		
Name of Village	Chak No.	Area		
	Khasra No.	Hectare	Are	Sq. Mtr.
	269			
	1066/1	0	02	16
	1066/3	0	01	74
	335			
	1060	0	10	05
	376			
	1671/1	0	14	44
	1678	0	01	98
	1678/1815	0	00	21
	393			
	1068/2	0	03	54
	1669	0	05	03
	432			
	1669	0	10	72
	440			
	809	0	14	75
	818	0	00	05
	891	0	03	20
	892	0	00	21
	893	0	00	21
	442			
	1723	0	03	02
	1725	0	10	56
	452			
	1567	0	11	06
	571			
	1068/2	0	00	64
	1669	0	00	16
	576			
	1549	0	03	85
	1552	0	00	42

Tehsil- Khakra	Distt- Baghpat	State : Uttar Pradesh		
Name of Village	Chak No.	Area		
	Khasra No.	Hectare	Are	Sq. Mtr.
	582			
	791	0	00	21
	792/1	0	10	40
	794/1	0	00	88
	795	0	00	21
	796	0	29	83
	797	0	07	63
	588			
	1539	0	00	72
	647			
	805	0	03	02
	823	0	00	11
	691			
	1549	0	10	39
	1550	0	04	02
	746			
	1051/2	0	27	49
	763			
	809	0	01	20
	871			
	802	0	04	03
	803	0	28	16
	872			
	1539	0	00	16
	1543	0	00	61
	1545	0	03	35
	1546	0	01	34
	936			
	802	0	07	04
	946			
	898/2	0	10	72

Tehsil- Khokra	Distt- Baghpat	State : Uttar Pradesh		
Name of Village	Chak No.	Area		
	Khasra No.	Hectare	Are	Sq. Mtr.
	947			
	898/2	0	09	05
	975			
	1066/1	0	00	88
	1066/3	0	02	89
	977			
	1060	0	01	17
	1062			
	1539	0	02	35
	1543	0	00	45
	1545	0	01	08
	1109			
	1546	0	02	18
	1547	0	00	21
	1550	0	05	70
	1138			
	1549	0	00	48
	1550	0	01	54
	1192			
	1736	0	16	42
	1196			
	803	0	08	72
	804	0	00	21
	805	0	02	35
	1221			
	809	0	07	21
	822	0	00	11
	824	0	00	44
	1258			
	1723	0	16	42

Tehsil- Khekra	Distt- Baghpat	State : Uttar Pradesh		
Name of Village	Chak No.	Area		
	Khasra No.	Hectare	Are	Sq. Mtr.
	1301			
	1671	0	15	75
	1673	0	00	21
	1674	0	00	32
	Orchard			
	1672/2	0	01	87
	1722/1	0	01	35
	Gram Samaj			
	1066/2	0	01	52
	1066/3	0	02	41
	1668	0	01	60
	New Water Chanel			
	894	0	00	21
	895	0	00	21
	896	0	00	21
	1546	0	00	21
	1736	0	00	18
	New Chakroad			
	894	0	00	42
	1539	0	00	63
	1567	0	00	42
	1736	0	00	93
	Old Rasta			
	793	0	00	42
	897	0	00	63
	936	0	00	84
	1538	0	00	42
	1568	0	00	42
	1668	0	00	90
	1670	0	00	42
	Old Water Chanel			
	798	0	00	21
	915	0	00	21
	1052	0	00	21
	1668	0	00	21
	1675	0	00	21

Tehsil- Khekra	Distt- Baghpat	State : Uttar Pradesh		
Name of Village	Khasra No.	Area		
		Hectare	Are	Sq. Mtr.
	1700	0	00	21
	1733	0	00	21
	1737	00	00	21
Pilana	14	0	13	74
	19	0	17	10
	20	0	10	39
	21	0	00	84
	22	0	00	21
	34	0	15	75
	35	0	04	20
	36	0	09	39
	40	0	08	72
	41	0	18	60
	62	0	00	63
	63	0	00	21
	65	0	39	05
	96	0	00	21
	97	0	20	11
	104	0	00	21
	106	0	30	17
	136	0	23	69
	137	0	00	60
	138	0	00	84
	139	0	00	50
	156	0	40	56
	157	0	18	10
	201	0	07	71
	202	0	10	73
	204	0	02	85
	208	0	00	21
	229	0	10	73
	230	0	00	21
	231	0	01	17
	247	0	04	36
	270	0	00	21
	271	0	06	20

Tehsil- Khekra	Distt- Baghpat	State : Uttar Pradesh		
Name of Village		Area		
	Khasra No.	Hectare	Are	Sq. Mtr.
	273	0	03	69
	274	0	04	02
	275	0	05	20
	282	0	23	13
	287	0	0	63
	292	0	00	21
	293	0	23	63
	302	0	05	03
	303	0	14	58
	306	0	00	21
	307	0	00	11
	308	0	00	11
	309	0	01	17
	310	0	00	83
	452	0	02	51
Muradgampur Roshangarh	30	0	00	21
	32	0	29	83
	35	0	04	86
	36	0	00	21
	38	0	11	06
	39	0	00	42
	63	0	22	29
	65	0	00	42
	69	0	00	21
	70	0	15	59
	81	0	13	58
	82	0	04	19
	83	0	19	78
	103	0	00	42
	104	0	00	21
	105	0	12	57
	106	0	00	42
	108	0	31	68
	110	0	09	89
	129	0	00	61
	132	0	00	36
	133	0	13	41
	134	0	17	25

Tehsil- Khekra		Distt- Baghpat		State : Uttar Pradesh	
Name of Village		Area			
	Khasra No.	Hectare Are		Sq. Mtr.	
Daulatpur	141	0	30	17	
	142	0	04	19	
	219	0	08	55	
	221	0	11	23	
	222	0	04	02	
	2	0	05	03	
	3	0	08	38	
	13	0	02	35	
	32	0	22	93	
	33	0	00	42	
	34	0	02	40	
	35	0	02	16	
	36	0	18	10	
	37	0	17	10	
	38	0	01	68	
	39	0	00	42	
	43	0	00	24	
	44	0	11	73	
Khera Viran	126	0	00	08	
	140	0	00	34	
	141	0	16	93	
	143	0	01	34	
	147	0	00	08	
	148	0	18	11	
	151	0	11	23	
	152	0	05	86	
	153	0	10	39	
	154	0	00	84	
	155	0	05	03	
	239	0	08	55	
	240	0	17	77	
	241	0	09	55	
	269	0	00	12	
	270	0	06	70	
	271	0	19	11	
	272	0	00	42	
	273	0	19	11	
	274	0	00	24	

Tehsil- Khokra		Distt- Baghpat		State : Uttar Pradesh	
Name of Village		Area			
	Khasra No.	Hectare	Are	Sq. Mtr.	
Mukarnatpur Chakbandhi	20	0	06	87	
	26	0	01	16	
	27	0	16	93	
	28	0	15	75	
	29	0	12	40	
	33	0	00	84	
	35	0	36	20	
	36	0	00	55	
	37	0	00	84	
	67	0	06	03	
	68	0	16	76	
	69	0	09	72	
	100	0	22	62	
	102	0	10	22	
	103	0	06	70	
	105	0	01	01	
	111	0	00	63	
	113	0	05	36	
	116	0	16	26	
	118	0	16	59	
	120	0	13	07	
	126	0	01	36	
	127	0	00	42	
	128	0	12	07	
Daulcha	120	0	00	21	
	245	0	17	60	
	254	0	00	21	
	255	0	00	63	
	257	0	29	83	
	258	0	00	48	
	259	0	00	63	
	260	0	00	21	
	262	0	16	76	
	263	0	09	39	
	265	0	11	73	
	271	0	00	42	
	272	0	09	21	
	273	0	01	20	
	274	0	00	42	

Tehsil- Khekra	Distt- Baghpat	State : Uttar Pradesh		
Name of Village		Area		
	Khasra No.	Hectare	Are	Sq. Mtr.
	384	0	00	84
	385	0	00	42
	454	0	14	58
	455	0	00	42
	456	0	02	61
	457	0	00	21
	471	0	09	39
	472	0	10	73
	473	0	10	39
	474	0	09	05
	475	0	00	71
	476	0	00	42
	479	0	14	25
	480	0	00	42
	481	0	19	61
	484	0	00	10
	499	0	00	84
	543	0	10	06
	544	0	00	42
	545	0	00	42
	546	0	11	40
	547	0	14	25
	553	0	13	74
	591	0	00	42
	592	0	00	42
	595	0	05	03
	596	0	14	41
	597	0	00	43
	599	0	00	21
	602	0	04	69
	603	0	00	21
	620	0	26	15
	622	0	00	08
	623	0	01	50
	624	0	09	22
	660	0	00	08
	661	0	00	20
	662	0	03	85
	663	0	00	56
	665	0	07	88

Tehsil- Khakra		Distt- Baghpat		State : Uttar Pradesh	
Name of Village		Area			
		Khasra No.	Hectare	Are	Sq. Mtr.
		666	0	00	21
		675	0	00	42
		685	0	00	08
		686	0	08	38
		690	0	00	43
		692	0	18	10
		695	0	01	68
		696	0	00	42
		698	0	01	52
		699	0	04	02
		700	0	11	06
		701	0	00	42
		702	0	01	90
		712	0	00	42
		716	0	10	06
		1066	0	01	67
		1069	0	15	08
		1070	0	03	10
		1078	0	00	42
		1079	0	04	36
		1080	0	00	21
		1081	0	04	69
		1083	0	09	72
		1084	0	00	42
		1085	0	17	43
		1088	0	13	24
		1089	0	00	21
		1092	0	00	10
Habibpur Nangla	531	0	09	89	
	561	0	00	42	
	565	0	06	37	
	568	0	01	60	
	569	0	07	04	
	570	0	03	33	
	571	0	00	21	
	572	0	17	60	
	573	0	00	42	
	577	0	11	56	
	578	0	00	21	
	580	0	27	49	

Tehsil- Khokra	Distt- Baghpat	State : Uttar Pradesh		
Name of Village		Area		
	Khasra No.	Hectare	Are	Sq. Mtr.
	583	0	10	06
	584	0	00	21
	585	0	00	42
	586	0	04	53
	588	0	03	20
	607	0	00	21
	608	0	01	67
	646	0	00	21
	657	0	00	64
	658	0	01	60
	659	0	05	87
	660	0	00	21
	661	0	19	78
	664	0	00	96
	665	0	00	42
	666	0	00	42
	669	0	00	21
	671	0	19	27
Bakherpur Balleni	732	0	10	06
	753	0	00	42
	758	0	05	70
	759	0	09	55
	760	0	06	70
	761	0	03	27
	784	0	06	29
	812	0	08	13
	816	0	05	87
	817	0	06	70
	818	0	03	35
	895	0	00	63
	923	0	00	24
	924	0	00	83
	941	0	02	51
	942	0	00	21
	945	0	00	63
	946	0	12	23
	947	0	26	65
	961	0	01	62
	964	0	03	18
	965	0	13	49
	966	0	00	42

Tehsil- Khekra	Distt- Baghpat	State : Uttar Pradesh		
Name of Village		Area		
	Khasra No.	Hectare	Are	Sq. Mtr.
	968	0	08	21
	969	0	10	73

[No. R —31015/10/98-O.R.—I]
S. CHANDRASEKHAR, Under Secy.

नई दिल्ली, 28 दिसंबर, 1998

का. आ.—18

केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि ^{वियमान}मथुरा

जालंधर पाइपलाइन से कुरुक्षेत्र से सहारनपुर तक पेट्रोलियम पदार्थों के परिवहन के लिए एक ब्रांच पाइपलाइन इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा बिछाई जाए;

और ऐसा प्रतीत होता है कि उक्त पाइपलाइन बिछाने के प्रयोजन के लिए अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है ;

अतः, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन). अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ।

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियों जनसाधारण को उपलब्ध करा दिए जाने की तारीख से इक्कीस दिन के भीतर, उनमें उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में आक्षेप लिखित रूप में श्री आर० के० काजल, सक्षम प्राधिकारी, सोनीपत - मेरठ एवं कुरुक्षेत्र- सहारनपुर पाइपलाइन प्रोजेक्ट, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, कोठी नं० 1318, सेक्टर-7, करनाल - 132001 को कर सकेगा ।

अनुसूची

तहसील- थानेसर

जिला - कुरुक्षेत्र

राज्य - हरियाणा

गांव का नाम	हदबस्त न०	मुस्तील न०/ किला न०	क्षेत्र		
			हेक्टेयर	आर	वर्गमीटर
1	2	3	4	5	6
बजीदपुर	358	463	-	01	52
		464	-	11	62
		465	-	00	00
		466	-	11	13
		487	-	00	51
		491	-	08	34
		492	-	00	51
		493	-	03	54
		497	-	07	83

1	2	3	4	5	6
बहोली	357	(66)			
		11/2	-	06	83
		12/2	-	10	37
		13	-	02	53
		17	-	03	29
		18	-	08	85
		19	-	01	01
		165	-	00	76
बीड मथाना	363	(24)			
		18/2	-	00	00
		21	-	11	13
		22	-	11	13
		23	-	06	83
		(25)			
		21	-	10	36
		22	-	11	13
		23	-	11	13
		24	-	11	13
		25/1	-	09	11
		25/2	-	02	28
		(26)			
		19	-	02	28
		20	-	08	10
		21/1	-	00	51
		21/2	-	01	01
		22/1	-	07	59
		22/2	-	02	02
		23	-	11	63

1	2	3	4	5	6
		24	-	11	63
		25	-	11	13
		(27)			
		11	-	04	55
		16	-	11	64
		17	-	08	35
		(28)			
		7	-	01	52
		8	-	00	51
		14	-	09	61
		15	-	11	64
		266		00	76
मथाना	364	40	-	00	76
		41	-	10	12
		42	-	10	12
		43	-	10	12
		72	-	00	00
		73	-	01	01
		74	-	02	53
		75	-	03	79
		76	-	08	32
		77	-	07	59
		78	-	09	36
		79	-	10	12
		80	-	10	12
		136	-	00	76
		180	-	09	36
		185	-	10	12
		186	-	00	00

1	2	3	4	5	6
		191	-	00	76
		192	-	09	36
		197	-	03	29
		198	-	03	79
		199	-	01	26
		200	-	02	02
		205	-	06	32
		206	-	04	30
		217	-	00	51
		218	-	09	36
		221	-	10	88
		223	-	01	26
		226	-	08	35
		267	-	00	00
		269	-	10	63
		270	-	10	88
		271	-	02	53
		273	-	10	63
		281	-	00	51
		284	-	09	36
		285	-	01	77
		286	-	10	63
		292	-	00	00
		293	-	10	88
		294	-	03	29
		295	-	07	08
		309	-	10	88
		310	-	00	00
		311	-	05	82
		312	-	05	06
		321	-	10	88
		322	-	09	36
		323	-	00	51
		349	-	11	38

1	2	3	4	5	6
		351	-	07	59
		352	-	01	77
		849	-	10	88
		850	-	05	82
		851	-	00	00
		874	-	04	30
		878	-	00	00
		879	-	05	82
		880	-	10	88
		881	-	06	83
		882	-	00	00
		883	-	10	88
		888	-	08	85
		889	-	00	51
		890	-	10	63
		893	-	01	77
		895	-	10	88
		896	-	04	55
		916	-	05	82
		958	-	08	35
		959	-	02	02
		962	-	10	88
		963	-	00	51
		965	-	10	63
		968	-	00	51
		1016	-	05	57
		1017	-	10	88
		1018	-	09	87
		1024	-	05	57
		1026	-	10	88
		1031	-	07	59
		1032	-	02	02

1	2	3	4	5	6
उन्टेडी	342				
		552	-	00	51
		553	-	07	59
		555	-	02	53
		558	-	10	63
		973	-	10	63
		977	-	00	76
		978	-	09	11
		979	-	01	26
		980	-	09	61
		1008	-	03	04
		1009	-	11	87
		1010	-	10	63
		1020	-	00	51
		1021	-	10	37
		1029	-	00	00
		1030	-	05	81
		1031	-	04	30
		1032	-	10	88
		1047	-	10	63
		1048	-	10	63
		1049	-	00	00
		1098	-	07	08
		1099	-	10	88
		1101	-	03	29
		1113	-	00	00
		1114	-	07	34
		1115	-	03	79
		1116	-	11	37
		1131	-	10	87
		1132	-	03	04
		1133	-	08	35
		1134	-	00	00
		1148	-	00	00
		1149	-	09	36

1	2	3	4	5	6
		1150	-	02	28
		1153	-	10	88
		1154	-	09	60
		1163	-	00	51
		1164	-	10	88
		1165	-	00	76
		1179	-	01	26
		1181	-	00	76
		1182/1	-	00	00
		1182/3	-	08	10
		1184	-	00	00
		1185	-	10	88
		1186	-	03	04
		1187	-	08	10
		1188	-	10	12
		1193/1	-	00	00
		1194/1	-	00	00
		1194/2	-	08	85
सोन्टी	340				
		17	-	03	04
		18	-	11	13
		21	-	10	12
		22	-	10	12
		24	-	04	30
		25	-	05	82
		26	-	00	25
		28	-	00	00
		29	-	04	55
		30	-	02	02
		31	-	10	87
		32	-	08	35
		33	-	00	00
		35	-	09	88
		36	-	00	00

1	2	3	4	5	6
		38	-	10	87
		39	-	02	53
		76	-	07	59
		77	-	00	25
		156	-	08	85
		157	-	01	77
		165	-	05	82
		166	-	10	88
		168	-	06	32
		576	-	03	29
		577	-	10	62
		578	-	06	83
		580	-	00	00
		581	-	07	08
		582	-	10	62
		583	-	10	63
		584	-	04	55
		585	-	04	55
		586	-	00	51
बीड सोन्टी	341	(9)			
		16	-	12	14
		17	-	07	59
		18	-	00	00
		21	-	00	51
		22	-	10	37
		23	-	12	40
		24	-	04	30
		(10)			
		6/1	-	11	64
		6/2/2	-	00	51
		7	-	09	87

1	2	3	4	5	6
		8	-	00	51
		11	-	03	04
		12	-	11	64
		13	-	11	38
		14	-	01	77
		19	-	00	25
		20	-	08	85
		(11)			
		1	-	06	83
		2	-	12	14
		3	-	02	28
		10/1	-	05	06
		(13)			
		2	-	01	01
		(20)			
		21/2	-	02	02
		22	-	06	83
		(41)			
		2	-	06	83
		3/1	-	06	58
		3/2	-	04	05
		4	-	00	00
		8	-	03	04

1	2	3	4	5	6
दब खेडा	339				
		(27)			
		14	-	05	31
		15	-	09	61
		16	-	01	77
		(28)			
		11/2	-	01	26
		16	-	00	25
		17/1	-	03	04
		17/2	-	03	79
		18	-	11	64
		19	-	11	64
		20	-	10	37
		23	-	00	25
		24/1	-	00	51
		24/2	-	03	29
		25	-	11	38
		(29)			
		21	-	06	07
		47	-	01	77
निवारसी	336				
		(57)			
		21	-	05	82
		22	-	11	64
		23	-	06	82
		24	-	00	25

1	2	3	4	5	6
(75)					
		10	-	00	76
		11	-	09	11
		20	-	09	87
		21	-	10	63
(76)					
		1	-	10	88
		2	-	04	55
		3	-	00	00
		6/1	-	04	30
		6/2	-	05	82
		7	-	11	64
		8	-	11	89
		9	-	06	83
		10	-	00	25
		15	-	02	53
(77)					
		2	-	00	00
		3	-	04	30
		4	-	11	37
		5	-	11	64
(82)					
		1	-	08	60
		2	-	01	52
		9	-	09	11
		10	-	01	01

1	2	3	4	5	6
		12	-	10	63
		19	-	10	63
		22	-	08	10
		23	-	02	28
		(98)			
		2	-	01	01
		03	-	09	61
		08	-	10	63
		13	-	10	12
		18	-	10	12
		23/1	-	03	04
		23/2	-	00	51
		(105)			
		3	-	10	12
		8	-	10	12
		13	-	05	31
		14	-	12	40
		15	-	00	25
		16	-	13	41
		17	-	01	01
		25	-	00	00
		(106)			
		20	-	01	28
		21	-	09	36
		142	-	00	51
		155	-	00	76
बहरान	82	19	-	02	78
		20	-	09	11

1	2	3	4	5	6
		35	-	00	00
		36	-	11	13
		37	-	05	31
		44	-	02	02
		45	-	11	13
		46	-	00	76
		52	-	04	30
		53	-	12	65
		54	-	00	25
		67	-	09	11
		68	-	06	58
		69	-	02	02
		72	-	10	63
		73	-	05	82
		94	-	01	26
		404	-	00	00
		405	-	13	16
		406	-	00	76
		409	-	03	04
		410	-	12	40
		411	-	00	51
		490	-	00	00
		512	-	00	00
		513	-	09	87
		519	-	06	07
		520	-	11	64
		521	-	11	64
		522	-	10	12
		523	-	01	52
		538	-	11	13
		539	-	00	51
		540	-	10	63
		541	-	10	12
		542	-	01	52

1	2	3	4	5	6
जैन पुर	78				
		(1)			
		6	-	02	78
		7/1	-	02	28
		7/2	-	03	79
		8	-	00	51
		14/2	-	00	76
		15	-	08	60
		(2)			
		11	-	11	63
		12	-	11	63
		13	-	05	57
		14	-	00	00
		16	-	11	63
		17/1	-	02	02
		17/2	-	07	59
		17/3	-	01	01
		18/1	-	02	78
		18/2	-	00	76
		(3)			
		19	-	01	77
		20	-	10	88
		21	-	00	76
		22	-	09	61
		23/1	-	01	01
		23/2	-	10	36
		24	-	10	12
		25	-	03	29

1	2	3	4	5	6
		(6)			
		5	-	00	51
		68	-	11	88
		69	-	00	51
		70	-	01	77
		150	-	02	28
बैङ्क पुर	77				
		(14)			
		14	-	04	05
		15	-	05	82
		17	-	08	85
		18	-	12	40
		19/1	-	01	26
		21	-	07	59
		22	-	10	63
		23	-	00	51
		(16)			
		21	-	03	79
		(17)			
		24	-	05	82
		25	-	10	88
		(19)			
		5	-	00	25

1	2	3	4	5	6
(20)					
		1	-	08	10
		2	-	11	64
		3	-	11	13
		4	-	07	84
		6	-	11	38
		7	-	03	79
(21)					
		3	-	00	00
		4/1	-	01	26
		4/2	-	07	08
		5	-	12	40
		7/1	-	00	51
		7/2	-	01	77
		8/1	-	05	57
		8/2	-	06	82
		9/1/1	-	03	54
		9/1/2	-	08	60
		10	-	09	11
		12	-	00	25
(22)					
		1	-	01	77
		43	-	01	77
		44	-	00	51
		46	-	00	25
		60	-	00	51
		61	-	00	51
		70	-	02	53

1	2	3	4	5	6
लाडवा	76				
		(54)			
		21	-	00	00
		(55)			
		1	-	06	32
		(56)			
		4/2	-	07	08
		5/1	-	00	76
		5/2	-	06	58
		5/3	-	01	77
		8	-	12	14
		9	-	10	37
		10/2	-	01	01
		11	-	10	88
		12/1	-	01	01
		(57)			
		14	-	09	11
		15/1	-	01	01
		15/2	-	01	01
		17	-	00	51
		18	-	11	64
		19	-	11	89
		20	-	04	81
		21	-	06	58
		22	-	00	00

1	2	3	4	5	6
(58)					
		23	-	01	01
		24	-	10	37
		25	-	11	64
(63)					
		15	-	07	83
(64)					
		2	-	00	00
		3/1	-	03	04
		3/2	-	05	57
		4	-	11	13
		5	-	10	63
		6	-	00	51
		8/1	-	03	29
		9	-	12	90
		10	-	05	83
		11	-	06	58
(65)					
		1	-	06	83
		2	-	02	28
		3	-	00	00
		5	-	00	00
		6	-	09	36
		7	-	11	64
		8	-	11	13
		9	-	09	11
		10	-	04	55

1	2	3	4	5	6
		(66)			
		1	-	07	84
		2	-	11	89
		3	-	10	37
		4	-	01	01
		10	-	01	26
		117	-	01	77
		118	-	00	51
		659	-	03	04
पदा	74				
		(1)			
		15	-	03	29
		(2)			
		11	-	00	00
पत्नी	75				
		(1)			
		21	-	00	76
		22	-	09	87
		23/1	-	07	08
		23/2	-	00	76
		(4)			
		1	-	02	53
		2	-	01	77

1	2	3	4	5	6
कुटा	61				
		(4)			
		16	-	06	83
		17	-	00	25
		21/1	-	04	30
		(5)			
		16	-	08	35
		17/2	-	02	78
		21	-	00	00
		22/1	-	01	52
		22/2	-	04	30
		23	-	10	63
		24/1	-	07	34
		24/2	-	00	76
		25	-	02	78
		(8)			
		16	-	10	37
		17	-	01	52
		23	-	03	79
		24	-	10	12
		25	-	00	76
		(9)			
		5	-	07	84
		6	-	04	81
		7	-	12	65

1	2	3	4	5	6
		8	-	05	31
		11	-	02	78
		12/1	-	01	52
		12/2	-	11	13
		13	-	07	59
		19	-	00	00
		20	-	08	10
		(10)			
		1	-	11	89
		2	-	02	53
		122	-	00	76
		130	-	00	51
		131	-	00	51
		265	-	02	53
बन	62	(75)			
		25/2	-	01	26
		(76)			
		21/2	-	01	26
		(77)			
		1	-	00	76

1	2	3	4	5	6
(78)					
1	-	11	13		
2	-	11	13		
3	-	11	13		
4	-	11	13		
5	-	10	37		
(79)					
2	-	00	00		
3	-	05	57		
4	-	08	35		
5/2	-	11	13		
6	-	00	00		
7	-	05	57		
8	-	08	35		
9	-	11	13		
10	-	11	13		
(80)					
6/1	-	09	11		
6/2	-	00	00		
7/1	-	00	78		
7/2	-	05	57		
8	-	10	37		
9	-	11	13		
10	-	08	35		
11	-	02	78		
12	-	00	00		

1	2	3	4	5	6
(81)					
	6/2	-	02	28	
	6/3	-	00	78	
	7	-	00	00	
	11	-	11	13	
	12/1	-	02	53	
	12/2	-	08	60	
	13	-	11	13	
	14/1	-	07	34	
	14/2	-	02	28	
	15/1	-	04	30	
	15/2	-	04	30	
(82)					
	11	-	00	00	
	12	-	02	78	
	13	-	08	35	
	14	-	11	13	
	15	-	11	13	
	17	-	00	00	
	18	-	02	78	
	19	-	08	35	
	20	-	11	13	
(83)					
	16	-	04	81	
	17	-	10	63	
	18	-	11	13	
	19	-	11	13	

1	2	3	4	5	6
		20	-	07	08
		123	-	00	51
		129	-	00	51
		356	-	00	00
छलौदी	67	(6)			
		22	-	00	25
		23	-	08	35
		24	-	09	11
		(11)			
		21	-	05	06
		22/2	-	10	12
		23	-	11	13
		24	-	11	13
		25/1	-	01	01
		25/2	-	03	29
		25/3	-	06	83
		(12)			
		16	-	10	12
		17	-	06	07
		18	-	01	77
		19	-	00	00
		21	-	11	13
		22	-	11	13
		23	-	09	61
		24	-	05	06

1	2	3	4	5	6
		25	-	00	51
		(13)			
		14	-	08	35
		15	-	12	14
		17	-	03	29
		18	-	12	14
		19	-	11	13
		20	-	11	13
		(14)			
		3	-	01	77
		4	-	11	13
		5	-	09	86
		7	-	00	51
		8	-	10	12
		9	-	12	14
		10	-	05	31
		11	-	06	58
		(15)			
		1	-	11	13
		2	-	07	59
		3	-	02	28
		(23)			
		1	-	01	51
		2/1	-	00	76
		2/2	-	00	00
		205	-	00	76

1	2	3	4	5	6
जन्धेडा	66	435	-	00	25
		436	-	07	58
		456	-	00	00
		457	-	09	36
		671	-	02	02
		672	-	08	35
		673	-	11	13
		686	-	11	13
		687	-	03	29
		688	-	06	58
		690	-	05	06
		691	-	06	07
		692	-	10	63
		693	-	00	00
		696	-	11	13
		707	-	11	64
		711	-	08	35
		712	-	11	13
		713	-	00	00
		716	-	02	78
		717	-	08	35
		720	-	11	64
		721	-	11	13
		723	-	00	00
		724	-	11	64
		729	-	02	78
		781	-	00	25
		782	-	06	07
		791	-	10	63
		792	-	11	13
		793	-	11	13
		794	-	13	16

[सं.-आर-31015/11/98-ओ. आर.-I]

एस. चन्द्रशेखर, अधीक्षक सचिव

New Delhi, 28th December, 1998

S.O. 18.—' Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Kurukshetra to Saharanpur, a branch pipeline should be laid, from existing Mathura-Jalandhar Pipeline by Indian Oil Corporation Limited;

And, whereas, it appears that for the purpose of laying such pipeline it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines(Acquisition of Right of User in Land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may within twenty one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.K. Kajal, Competent Authority, Sonapat-Meerut and Kurukshetra-Saharanpur Pipeline Project, Indian Oil Corporation Limited, Kothi No. 1318, Sector - 7, Karnal-132001.

Schedule

Tehsil-Thanesar		District-Kurukshetra		State-Haryana	
Name of village	Hadbast No.	Rectangle No./ Killa No.	Area		
			Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
Bazid Pur	358	463	-	01	52
		464	-	11	64
		465	-	00	00
		466	-	11	13
		487	-	00	51
		491	-	08	34
		492	-	00	51
		493	-	03	54
		497	-	07	83

1	2	3	4	5	6
		498	-	06	07
		500/2	-	02	28
		501	-	11	13
		509	-	00	00
		510/2	-	11	37
		511/2	-	00	00
		657	-	00	76
		658	-	12	40
		659	-	00	76
		660	-	12	40
		661	-	07	08
		664/2	-	01	26
		665	-	13	16
		666	-	05	31
		674	-	00	76
		675/2	-	11	13
		676/2	-	00	00
		734/1	-	00	00
		734/2	-	07	33
		735	-	05	82
		740	-	00	25
		741	-	13	15
		750	-	02	02
		751	-	10	63
		753	-	12	40
		756	-	02	02
		757	-	09	61
		758	-	03	79
Sirsama	362				
		1	-	07	59
		5	-	11	64
		6	-	10	36
		7	-	00	25
		8	-	00	51

1	2	3	4	5	6
Baholi	357	(66)			
		11/2	-	06	83
		12/2	-	10	37
		13	-	02	53
		17	-	03	29
		18	-	08	85
		19	-	01	01
		165	-	00	76
Bir Mathana	363	(24)			
		18/2	-	00	00
		21	-	11	13
		22	-	11	13
		23	-	06	83
		(25)			
		21	-	10	36
		22	-	11	13
		23	-	11	13
		24	-	11	13
		25/1	-	09	11
		25/2	-	02	28
		(26)			
		19	-	02	28
		20	-	08	10
		21/1	-	00	51
		21/2	-	01	01
		22/1	-	07	59
		22/2	-	02	02
		23	-	11	63

1	2	3	4	5	6
		24	-	11	63
		25	-	11	13
		(27)			
		11	-	04	55
		16	-	11	64
		17	-	08	35
		(28)			
		7	-	01	52
		8	-	00	51
		14	-	09	61
		15	-	11	64
		266		00	76
Mathana	364				
		40	-	00	76
		41	-	10	12
		42	-	10	12
		43	-	10	12
		72	-	00	00
		73	-	01	01
		74	-	02	53
		75	-	03	79
		76	-	06	32
		77	-	07	59
		78	-	09	36
		79	-	10	12
		80	-	10	12
		136	-	00	76
		180	-	09	36
		185	-	10	12
		186	-	00	00

1	2	3	4	5	6
		191	-	00	76
		192	-	09	36
		197	-	03	29
		198	-	03	79
		199	-	01	26
		200	-	02	02
		205	-	06	32
		206	-	04	30
		217	-	00	51
		218	-	09	36
		221	-	10	88
		223	-	01	26
		226	-	08	35
		267	-	00	00
		269	-	10	63
		270	-	10	88
		271	-	02	53
		273	-	10	63
		281	-	00	51
		284	-	09	36
		285	-	01	77
		286	-	10	63
		292	-	00	00
		293	-	10	88
		294	-	03	29
		295	-	07	08
		309	-	10	88
		310	-	00	00
		311	-	05	82
		312	-	05	06
		321	-	10	88
		322	-	09	36
		323	-	00	51
		349	-	11	38

1	2	3	4	5	6
		351	-	07	59
		352	-	01	77
		849	-	10	88
		850	-	05	82
		851	-	00	00
		874	-	04	30
		878	-	00	00
		879	-	05	82
		880	-	10	88
		881	-	06	83
		882	-	00	00
		883	-	10	88
		888	-	08	85
		889	-	00	51
		890	-	10	63
		893	-	01	77
		895	-	10	88
		896	-	04	55
		910	-	05	82
		958	-	08	35
		959	-	02	02
		962	-	10	88
		963	-	00	51
		965	-	10	63
		966	-	00	51
		1016	-	05	57
		1017	-	10	88
		1018	-	09	87
		1024	-	05	57
		1026	-	10	88
		1031	-	07	59
		1032	-	02	02

1	2	3	4	5	6
Unnumbered	342				
		552	-	00	51
		553	-	07	59
		555	-	02	53
		558	-	10	63
		973	-	10	63
		977	-	00	76
		978	-	09	11
		979	-	01	26
		980	-	09	61
		1008	-	03	04
		1009	-	11	87
		1010	-	10	63
		1020	-	00	51
		1021	-	10	37
		1029	-	00	00
		1030	-	05	81
		1031	-	04	30
		1032	-	10	88
		1047	-	10	63
		1048	-	10	63
		1049	-	00	00
		1098	-	07	08
		1099	-	10	88
		1101	-	03	29
		1113	-	00	00
		1114	-	07	34
		1115	-	03	79
		1116	-	11	37
		1131	-	10	87
		1132	-	03	04
		1133	-	08	35
		1134	-	00	00
		1148	-	00	00
		1149	-	09	36

1	2	3	4	5	6
		1150	-	02	28
		1153	-	10	88
		1154	-	09	60
		1163	-	00	51
		1164	-	10	88
		1165	-	00	76
		1179	-	01	26
		1181	-	00	76
		1182/1	-	00	00
		1182/3	-	08	10
		1184	-	00	00
		1185	-	10	88
		1186	-	03	04
		1187	-	08	10
		1188	-	10	12
		1193/1	-	00	00
		1194/1	-	00	00
		1194/2	-	08	85
Seonti	340				
		17	-	03	04
		18	-	11	13
		21	-	10	12
		22	-	10	12
		24	-	04	30
		25	-	05	82
		26	-	00	25
		28	-	00	00
		29	-	04	55
		30	-	02	02
		31	-	10	87
		32	-	08	35
		33	-	00	00
		35	-	09	86
		36	-	00	00

1	2	3	4	5	6
		38	-	10	87
		39	-	02	53
		76	-	07	59
		77	-	00	25
		156	-	08	85
		157	-	01	77
		165	-	05	82
		166	-	10	88
		168	-	06	32
		576	-	03	29
		577	-	10	62
		578	-	06	83
		580	-	00	00
		581	-	07	08
		582	-	10	62
		583	-	10	63
		584	-	04	55
		585	-	04	55
		586	-	00	51
Bir Seonti	341	(9)			
		16	-	12	14
		17	-	07	59
		18	-	00	00
		21	-	00	51
		22	-	10	37
		23	-	12	40
		24	-	04	30
		(10)			
		6/1	-	11	64
		6/2/2	-	00	51
		7	-	09	87

1	2	3	4	5	6
		8	-	00	51
		11	-	03	04
		12	-	11	64
		13	-	11	38
		14	-	01	77
		19	-	00	25
		20	-	08	85
		(11)			
		1	-	06	83
		2	-	12	14
		3	-	02	28
		10/1	-	05	06
		(13)			
		2	-	01	01
		(20)			
		21/2	-	02	02
		22	-	06	83
		(41)			
		2	-	06	83
		3/1	-	06	58
		3/2	-	04	05
		4	-	00	00
		8	-	03	04

1	2	3	4	5	6
Dab Khera	339	(27)			
		14	-	05	31
		15	-	09	61
		16	-	01	77
		(28)			
		11/2	-	01	26
		16	-	00	25
		17/1	-	03	04
		17/2	-	03	79
		18	-	11	64
		19	-	11	64
		20	-	10	37
		23	-	00	25
		24/1	-	00	51
		24/2	-	03	29
		25	-	11	38
		(29)			
		21	-	06	07
		47	-	01	77
Niwarsi	336	(57)			
		21	-	05	82
		22	-	11	64
		23	-	06	82
		24	-	00	25

1	2	3	4	5	6
(75)					
		10	-	00	76
		11	-	09	11
		20	-	09	87
		21	-	10	63
(76)					
		1	-	10	88
		2	-	04	55
		3	-	00	00
		6/1	-	04	30
		6/2	-	05	82
		7	-	11	64
		8	-	11	89
		9	-	06	83
		10	-	00	25
		15	-	02	53
(77)					
		2	-	00	00
		3	-	04	30
		4	-	11	37
		5	-	11	64
(82)					
		1	-	08	60
		2	-	01	52
		9	-	09	11
		10	-	01	01

1	2	3	4	5	6
		12	-	10	63
		19	-	10	63
		22	-	08	10
		23	-	02	28
		(98)			
		2	-	01	01
		03	-	09	61
		08	-	10	63
		13	-	10	12
		18	-	10	12
		23/1	-	03	04
		23/2	-	00	51
		(105)			
		3	-	10	12
		8	-	10	12
		13	-	05	31
		14	-	12	40
		15	-	00	25
		16	-	13	41
		17	-	01	01
		25	-	00	00
		(106)			
		20	-	01	26
		21	-	09	36
		142	-	00	51
		155	-	00	76
Bahran	82	19	-	02	78
		20	-	09	11

1	2	3	4	5	6
		35	-	00	00
		36	-	11	13
		37	-	05	31
		44	-	02	02
		45	-	11	13
		46	-	00	76
		52	-	04	30
		53	-	12	65
		54	-	00	25
		67	-	09	11
		68	-	06	58
		69	-	02	02
		72	-	10	63
		73	-	05	82
		94	-	01	26
		404	-	00	00
		405	-	13	16
		406	-	00	76
		409	-	03	04
		410	-	12	40
		411	-	00	51
		490	-	00	00
		512	-	00	00
		513	-	09	87
		519	-	06	07
		520	-	11	64
		521	-	11	64
		522	-	10	12
		523	-	01	52
		538	-	11	13
		539	-	00	51
		540	-	10	63
		541	-	10	12
		542	-	01	52

1	2	3	4	5	6
Zain Pur	78				
		(1)			
		6	-	02	78
		7/1	-	02	28
		7/2	-	03	79
		8	-	00	51
		14/2	-	00	76
		15	-	08	60
		(2)			
		11	-	11	63
		12	-	11	63
		13	-	05	57
		14	-	00	00
		16	-	11	63
		17/1	-	02	02
		17/2	-	07	59
		17/3	-	01	01
		18/1	-	02	78
		18/2	-	00	76
		(3)			
		19	-	01	77
		20	-	10	88
		21	-	00	76
		22	-	09	61
		23/1	-	01	01
		23/2	-	10	36
		24	-	10	12
		25	-	03	29

1	2	3	4	5	6
		(6)			
		5	-	00	51
		68	-	11	88
		69	-	00	51
		70	-	01	77
		150	-	02	28
Barechh Pur	77				
		(14)			
		14	-	04	05
		15	-	05	82
		17	-	08	85
		18	-	12	40
		19/1	-	01	26
		21	-	07	59
		22	-	10	63
		23	-	00	51
		(16)			
		21	-	03	79
		(17)			
		24	-	05	82
		25	-	10	88
		(19)			
		5	-	00	25

1	2	3	4	5	6
---	---	---	---	---	---

(20)

1	-	08	10
2	-	11	64
3	-	11	13
4	-	07	84
6	-	11	38
7	-	03	79

(21)

3	-	00	00
4/1	-	01	26
4/2	-	07	08
5	-	12	40
7/1	-	00	51
7/2	-	01	77
8/1	-	05	57
8/2	-	05	82
9/1/1	-	03	54
9/1/2	-	08	60
10	-	09	11
12	-	00	25

(22)

1	-	01	77
43	-	01	77
44	-	00	51
46	-	00	25
60	-	00	51
61	-	00	51
70	-	02	53

1	2	3	4	5	6
Ladwa	76				
		(54)			
		21	-	00	00
		(55)			
		1	-	06	32
		(56)			
		4/2	-	07	08
		5/1	-	00	76
		5/2	-	06	58
		5/3	-	01	77
		8	-	12	14
		9	-	10	37
		10/2	-	01	01
		11	-	10	88
		12/1	-	01	01
		(57)			
		14	-	09	11
		15/1	-	01	01
		15/2	-	01	01
		17	-	00	51
		18	-	11	64
		19	-	11	89
		20	-	04	81
		21	-	06	58
		22	-	00	00

1	2	3	4	5	6
		(58)			
		23	-	01	01
		24	-	10	37
		25	-	11	64
		(63)			
		15	-	07	83
		(64)			
		2	-	00	00
		3/1	-	03	04
		3/2	-	05	57
		4	-	11	13
		5	-	10	63
		6	-	00	51
		8/1	-	03	29
		9	-	12	90
		10	-	05	83
		11	-	06	58
		(65)			
		1	-	06	83
		2	-	02	28
		3	-	00	00
		5	-	00	00
		6	-	09	36
		7	-	11	64
		8	-	11	13
		9	-	09	11
		10	-	04	55

1	2	3	4	5	6
		(66)			
		1	-	07	84
		2	-	11	89
		3	-	10	37
		4	-	01	01
		10	-	01	26
		117	-	01	77
		118	-	00	51
		659	-	03	04
Bapda	74				
		(1)			
		15	-	03	29
		(2)			
		11	-	00	00
Bapdi	75				
		(1)			
		21	-	00	76
		22	-	09	87
		23/1	-	07	08
		23/2	-	00	76
		(4)			
		1	-	02	53
		2	-	01	77

1	2	3	4	5	6
Budha	61				
		(4)			
		16	-	06	83
		17	-	00	25
		21/1	-	04	30
		(5)			
		16	-	08	35
		17/2	-	02	78
		21	-	00	00
		22/1	-	01	52
		22/2	-	04	30
		23	-	10	63
		24/1	-	07	34
		24/2	-	00	76
		25	-	02	78
		(8)			
		16	-	10	37
		17	-	01	52
		23	-	03	79
		24	-	10	12
		25	-	00	76
		(9)			
		5	-	07	84
		6	-	04	81
		7	-	12	65

1	2	3	4	5	6
		8	-	05	31
		11	-	02	78
		12/1	-	01	52
		12/2	-	11	13
		13	-	07	59
		19	-	00	00
		20	-	08	10
		(10)			
		1	-	11	89
		2	-	02	53
		122	-	00	76
		130	-	00	51
		131	-	00	51
		265	-	02	53
Ban	62				
		(75)			
		25/2	-	01	26
		(76)			
		21/2	-	01	26
		(77)			
		1	-	00	75

1	2	3	4	5	6
(78)					
		1	-	11	13
		2	-	11	13
		3	-	11	13
		4	-	11	13
		5	-	10	37
(79)					
		2	-	00	00
		3	-	05	57
		4	-	08	35
		5/2	-	11	13
		6	-	00	00
		7	-	05	57
		8	-	08	35
		9	-	11	13
		10	-	11	13
(80)					
		6/1	-	09	11
		6/2	-	00	00
		7/1	-	00	76
		7/2	-	05	57
		8	-	10	37
		9	-	11	13
		10	-	08	35
		11	-	02	78
		12	-	00	00

1	2	3	4	5	6
(81)					
	6/2	-	02	28	
	6/3	-	00	76	
	7	-	00	00	
	11	-	11	13	
	12/1	-	02	53	
	12/2	-	08	60	
	13	-	11	13	
	14/1	-	07	34	
	14/2	-	02	28	
	15/1	-	04	30	
	15/2	-	04	30	
(82)					
	11	-	00	00	
	12	-	02	78	
	13	-	08	35	
	14	-	11	13	
	15	-	11	13	
	17	-	00	00	
	18	-	02	78	
	19	-	08	35	
	20	-	11	13	
(83)					
	16	-	04	81	
	17	-	10	63	
	18	-	11	13	
	19	-	11	13	

1	2	3	4	5	6
		20	-	07	08
		123	-	00	51
		129	-	00	51
		356	-	00	00
Chhalaundi	67	(6)			
		22	-	00	25
		23	-	08	35
		24	-	09	11
		(11)			
		21	-	05	06
		22/2	-	10	12
		23	-	11	13
		24	-	11	13
		25/1	-	01	01
		25/2	-	03	29
		25/3	-	06	83
		(12)			
		16	-	10	12
		17	-	06	07
		18	-	01	77
		19	-	00	00
		21	-	11	13
		22	-	11	13
		23	-	09	61
		24	-	05	06

1	2	3	4	5	6
		25	-	00	51
		(13)			
		14	-	08	35
		15	-	12	14
		17	-	03	29
		18	-	12	14
		19	-	11	13
		20	-	11	13
		(14)			
		3	-	01	77
		4	-	11	13
		5	-	09	86
		7	-	00	51
		8	-	10	12
		9	-	12	14
		10	-	05	31
		11	-	06	58
		(15)			
		1	-	11	13
		2	-	07	59
		3	-	02	28

1	2	3	4	5	6
		(23)			
		1	-	01	51
		2/1	-	00	76
		2/2	-	00	00
		205	-	00	76
Jandhera	66	435	-	00	25
		436	-	07	58
		456	-	00	00
		457	-	09	36
		671	-	02	02
		672	-	08	35
		673	-	11	13
		686	-	11	13
		687	-	03	29
		688	-	06	58
		690	-	05	06
		691	-	08	07
		692	-	10	63
		693	-	00	00
		696	-	11	13
		707	-	11	64
		711	-	08	35
		712	-	11	13
		713	-	00	00
		716	-	02	78
		717	-	08	35
		720	-	11	64
		721	-	11	13
		723	-	00	00
		724	-	11	64
		729	-	02	78

1	2	3	4	5	6
		781	-	00	25
		782	-	06	07
		791	-	10	53
		792	-	11	13
		793	-	11	13
		794	-	13	16

[No. R —31015/11/98-OR - II]
S CHANDRASEKHAR, Under Secy

नई दिल्ली, 28 दिसंबर, 1998

का. प्र. — 19 केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि बिहार-मथुरा जालधर पाइपलाइन से सोनीपत से मेरठ तक पेट्रोलियम पदार्थों के परिवहन के लिए एक ब्रांच पाइपलाइन इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा बिछाई जाए; और ऐसा प्रतीत होता है कि उक्त पाइपलाइन बिछाने के प्रयोजन के लिए अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है ;

अतः केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियों जनसाधारण को उपलब्ध करा दिए जाने की तारीख से इक्कीस दिन के भीतर, उनमें उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में अक्षेप लिखित रूप में श्री अण्णक कुमार, जालधर प्राधिकारी, सोनीपत - मेरठ एवं कुरुक्षेत्र- सहारनपुर पाइपलाइन प्रोजेक्ट, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, के - 35 पल्लवपुरम, फेज-II, मेरठ को कर सकता है ;

अनुसूची

तहसील- ब्लॉक	खेती- क्षेत्र	राज्य - उत्तर प्रदेश		
पट्टा नं.	खेती- क्षेत्र	क्षेत्र		
		हेक्टेयर	आर	वर्गमीटर
		3	4	5
मोरपुर जखेडा	29	0	01	20
	29	0	12	07
	30	0	19	01
	41	0	09	72
	43	0	71	10

1	2	3	4	5
	85	0	00	72
	86	0	04	36
	87	0	13	41
	88	0	09	55
	94	0	02	60
	95	0	00	33
	97	0	12	91
	98	0	08	04
	99	0	00	55
	100	0	11	90
	101	0	06	29
सीकरी	35	0	10	26
	36	0	06	66
	37	0	02	94
	38	0	09	92
	39	0	10	32
	41	0	06	42
	42	0	12	39
	46	0	00	42
	47	0	10	89
	48	0	00	21
	49	0	17	43
	50	0	00	21
	53	0	03	51
	54	0	0	32
	55	0	09	55
	56	0	11	73
	70	0	03	60
	71	0	15	03
	75	0	12	40
	76	0	04	69
	79	0	08	38
	85	0	00	96
	86	0	00	42
	92	0	07	71
	94	0	09	72
	98	0	06	36
	99	0	12	90
	101	0	12	57
	102	0	02	59
	103	0	05	36
	104	0	12	74
	176	0	00	56
	413	0	15	42

1	2	3	4	5
	416	0	02	01
	426	0	00	21
	427	0	17	59
	428	0	00	10
	429	0	00	48
	438	0	01	80
	439	0	00	56
	440	0	00	42
	441	0	18	77
	447	0	03	69
	459	0	25	13
	460	0	07	87
	465	0	00	42
	476	0	00	21
खानपुर	1	0	00	63
	8	0	01	30
	9	0	00	10
	10	0	00	21
	16	0	13	80
	17	0	04	25
	18	0	06	80
	19	0	08	38
	20	0	04	69
	24	0	30	67
	25	0	00	08
	42	0	18	10
	43	0	00	21
	554	0	26	81
	555	0	22	62
	560	0	35	70
	569	0	23	46
	570	0	00	42
	571	0	00	21
	572	0	01	84
	593	0	07	71
	594	0	00	42
	595	0	00	42
	596	0	00	21
	598	0	22	45
	600	0	00	21
	601	0	14	24
	606	0	00	21
	607	0	22	46
	608	0	01	44

1	2	3	4	5
	610	0	10	90
	627	0	05	69
	718	0	37	71
	722	0	02	12
	727	0	01	51
सियाल खास	16	0	01	08
	48	0	01	92
	51	0	00	21
	52	0	01	20
	53	0	25	02
	63	0	05	70
	64	0	23	13
	66	0	05	61
	69	0	01	60
	70	0	15	58
	72	0	00	21
	73	0	01	04
	77	0	09	05
	1294	0	00	42
	1296	0	07	71
	1299	0	00	63
	1300	0	23	46
	1302	0	11	06
	1304	0	00	21
	1313	0	11	56
	1315	0	11	73
	1316	0	00	42
	1317	0	01	84
	1324	0	10	06
	1325	0	00	21
	1334	0	02	93
	1336	0	00	42
	1337	0	00	21
	1338	0	00	48
	1339	0	10	22
	1343	0	05	86
	1344	0	02	01
	1346	0	03	68
	1347	0	07	37
	1348	0	15	75
	1349	0	00	05
	1350	0	00	10
	1353	0	00	18

1	2	3	4	5
	1354	0	00	90
	1355	0	00	21
	1356	0	17	76
	1459	0	13	40
	1460	0	00	21
	1461	0	04	59
	1462	0	10	39
	1478	0	03	52
	1491	0	26	48
	1498	0	13	41
	1500	0	17	43
	1789	0	06	54
	1791	0	00	42
	1804	0	09	89
	1805	0	00	21
	1806	0	13	74
	1807	0	15	92
	1808	0	04	19
	1812	0	01	02
	1813	0	00	16
	1817	0	00	42
	1824	0	00	32
	1825	0	05	70
	1826	0	00	42
	1827	0	15	42
	1828	0	00	42
	1334/2084	0	07	20
कुराली	358	0	05	36
	360	0	11	06
	361	0	12	23
	364	0	00	21
	366	0	07	03
	369	0	00	42
	1056	0	13	82
	1057	0	37	28
	1061	0	16	37
	1062	0	03	19
	1197	0	00	84
	1224	0	03	96
	1225	0	00	21
	1227	0	08	38
	1228	0	00	21
	1229	0	00	42
	1233	0	10	39

1	2	3	4	5
	1234	0	04	80
	1235	0	00	42
	1236	0	00	21
	1237	0	00	21
	1238	0	03	85
चंदोड़ा	1	0	04	06
	14	0	00	42
जानी बुजुर्ग	369	0	08	55
	412	0	00	12
	413	0	00	12
	414	0	22	45
	415	0	16	09
	430	0	00	21
	431	0	00	42
	436	0	10	22
	441	0	00	21
	442	0	08	04
	443	0	32	68
	444	0	00	42
	480	0	00	12
	482	0	00	91
	484	0	00	21
	485	0	00	42
	486	0	00	21
	487	0	00	42
	488	0	03	45
	489	0	05	70
	490	0	10	89
	493	0	00	21
	495	0	00	21
	496	0	04	86
	498	0	14	25
	499	0	03	85
	502	0	00	59
	503	0	00	42
	504	0	00	21
	506	0	05	53
	507	0	01	80
	508	0	05	03
	509	0	00	04
	1077	0	03	52
	1078	0	06	37
	1080	0	04	19
	1081	0	04	36

1	2	3	4	5
	1082	0	09	55
	1083	0	20	11
	1084	0	00	21
	1085	0	02	52
	1086	0	00	58
	1090	0	02	85
	1091	0	00	42
	1093	0	13	91
	1094	0	07	05
	1169	0	00	21
	1171	0	07	21
	1194	0	00	21
	1195	0	00	42
	1196	0	00	12
	1197	0	14	41
	1199	0	00	12
	1200	0	11	90
	1201	0	13	58
	1202	0	00	11
	1203	0	00	21
	1204	0	00	48
	1218	0	02	68
	1219	0	07	88
	1220	0	06	70
	1221	0	00	21
	1222	0	00	42
	1223	0	05	46
	1226	0	06	20
	1227	0	10	23
	1229	0	00	21
	1230	0	07	21
	1231	0	13	24
	1232	0	00	32
	1233	0	00	11
	1234	0	01	20
	1241	0	00	11
	1251	0	00	21
	1279	0	04	19
	1310	0	07	88
	1317	0	00	59
	1318	0	04	02
	1319	0	00	12
	1322	0	00	48
	1324	0	33	52
	1339	0	18	27
	1340	0	01	30

1	2	3	4	5
	1345	0	00	54
	1346	0	06	03
	1347	0	07	04
	489/1429	0	04	36
	484/1436	0	00	21
	451/1487	0	06	20
बाफर	704	0	06	03
	705	0	01	34
	707	0	00	21
	710	0	12	57
	711	0	07	04
	712	0	03	87
	713	0	01	51
	777	0	42	07
कलंजरी	3	0	07	21
	10	0	00	21
	11	0	13	07
	12	0	00	42
	13	0	00	21
	14	0	10	06
	15	0	02	85
	16	0	08	21
	17	0	08	72
	18	0	00	42
	19	0	00	21
	35	0	06	20
	43	0	00	21
	44	0	00	04
	45	0	01	98
	46	0	39	39
	252	0	03	08
	253	0	10	56
	254	0	00	42
	255	0	00	21
	258	0	11	40
	259	0	06	20
	262	0	00	21
	263	0	00	42
	265	0	04	32
	266	0	26	48
	267	0	00	42
	268	0	09	05

1	2	3	4	5
	269	0	07	21
	272	0	04	36
	292	0	00	42
	293	0	00	21
	295	0	07	04
	296	0	00	21
	297	0	00	59
	298	0	01	01
	299	0	10	06
	300	0	14	92
	301	0	20	95
	303	0	00	21
	304	0	00	67
	614	0	00	42
	615	0	00	21
	616	0	04	02
	617	0	04	69
	620	0	02	55
	665	0	12	57
	669	0	06	54
	670	0	03	36
	671	0	00	11
	672	0	00	42
	673	0	25	14
	675	0	00	30
	676	0	23	80
	677	0	00	63
	679	0	15	08
	683	0	00	21
मेयला	207	0	00	21
	208	0	07	20
	209	0	05	02
	210	0	00	42
	213	0	11	39
	228	0	23	96
	229	0	00	24
	239	0	03	74
	240	0	00	42
	241	0	00	36
	242	0	04	70
	243	0	09	05
	245	0	00	21
	246	0	00	75
	247	0	09	72
	271	0	15	59

1	2	3	4	5
घाट	143	0	06	87
	148	0	05	70
	149	0	12	57
	150	0	01	10
	151	0	00	42
	156	0	06	53
	157	0	00	42
	158	0	09	72
	159	0	12	90
	160	0	00	21
	161	0	06	53
	162	0	00	42
	164	0	00	21
	168	0	15	42
	169	0	00	21
	183	0	10	73
	184	0	00	21
	185	0	05	53
	186	0	01	40
	193	0	01	51
	194	0	00	21
	196	0	00	21
	197	0	14	75
	263	0	00	21
	266	0	05	02
	268	0	21	96
	269	0	00	72
	270	0	00	21
	271	0	02	01
	272	0	00	50
	295	0	06	62
	296	0	10	89
	297	0	11	90
	298	0	09	05
	316	0	23	80
	317	0	00	42
	318	0	11	40
	320	0	19	61
	780	0	17	09
	781	0	00	21
	786	0	32	18
	787	0	11	73
	803	0	10	22
	806	0	30	00
	809	0	13	74

1	2	3	4	5
	810	0	17	26
	811	0	05	20
	812	0	00	42
	813	0	14	41
	815	0	00	42
	816	0	00	11
	817	0	00	78
	827	0	00	21
	857	0	00	40
	858	0	00	11
	860	0	02	99
	861	0	11	56
	862	0	03	52
	1034	0	66	71
	1042	0	10	39
	1044	0	00	42
	1045	0	06	70
	1049	0	41	23
	1050	0	00	42
	1051	0	00	21
	1052	0	18	10
	1058	0	00	42
दुगरायली	37	0	25	72
	38	0	06	37
	39	0	04	36
	41	0	06	54
	43	0	05	20
	44	0	05	03
	55	0	04	36
	56	0	05	36
	57	0	06	36
	59	0	05	93
	61	0	04	02
	62	0	04	86
	63	0	00	72
	64	0	10	22
	147	0	11	23
	149	0	09	22
	150	0	00	60
	151/1	0	03	80
	152	0	01	50
	153	0	01	51
	163	0	05	86
	164	0	09	55
	165	0	14	42

1	2	3	4	5
	166	0	03	60
	169	0	15	76
	171	0	06	53
कुडा	1	0	04	02
	2	0	15	42
	3	0	21	78
	14	0	10	22
	16	0	04	11
	17	0	05	61
	18	0	12	40
	19	0	01	68
	21	0	00	84
	29	0	00	50
	30	0	30	84
	33	0	00	42
	35	0	00	72
	36	0	00	20
	38	0	04	86
	39	0	08	37
	41	0	07	20
	42	0	11	52
	51	0	04	36
सुन्दरा उर्फ पुढा	322	0	10	06

[सं.-आर-31015/12/98—ओ. आर. -I]

एस. चन्द्रशेखर, अपर सचिव

New Delhi, 28th December, 1998

S.O. 19.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Sonapat to Meerut, a branch pipeline should be laid, from existing Mathura-Jalandhar Pipeline by Indian Oil Corporation Limited;

And, whereas, it appears that for the purpose of laying such pipeline it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines(Acquisition of Right of User in Land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri Ashok Kumar, Competent Authority, Sonapat-Meerut and Kurukshetra-Saharanpur Pipeline Project, Indian Oil Corporation Limited, K-33, Pallavpuram, Phase-II, Meerut.

Schedule

Tehsil-Meerut	District-Meerut	State-Uttar Pradesh		
Name of village	Khasra No.	Area		
		Hectare	Are	Sq. Mtr.
1	2	3	4	5
Meerpur Jakhera	28	0	01	20
	29	0	12	07
	30	0	19	01
	41	0	09	72
	43	0	71	10

1	2	3	4	5
	85	0	00	72
	86	0	04	36
	87	0	13	41
	88	0	09	55
	94	0	02	60
	95	0	00	53
	97	0	12	91
	98	0	08	04
	99	0	00	55
	100	0	11	90
	101	0	06	29
Sikri	35	0	10	26
	36	0	06	66
	37	0	02	94
	38	0	09	82
	39	0	10	32
	41	0	06	42
	42	0	12	39
	46	0	00	42
	47	0	10	89
	48	0	00	21
	49	0	17	43
	50	0	00	21
	53	0	03	51
	54	0	0	32
	55	0	09	55
	56	0	11	73
	70	0	03	60
	71	0	15	03
	75	0	12	40
	76	0	04	69
	79	0	08	38
	85	0	00	96
	86	0	00	42
	93	0	07	71
	94	0	09	72
	98	0	06	36
	99	0	12	90
	101	0	12	57
	102	0	02	59
	103	0	05	36
	104	0	12	74
	176	0	00	56
	413	0	15	42

1	2	3	4	5
	416	0	02	01
	426	0	00	21
	427	0	17	59
	428	0	00	10
	429	0	00	48
	438	0	01	80
	439	0	00	56
	440	0	00	42
	441	0	18	77
	447	0	03	69
	459	0	25	13
	460	0	07	87
	465	0	00	42
	476	0	00	21
Khanpur	1	0	00	63
	8	0	01	30
	9	0	00	10
	10	0	00	21
	16	0	13	80
	17	0	04	25
	18	0	06	80
	19	0	08	38
	20	0	04	69
	24	0	30	67
	25	0	00	08
	42	0	18	10
	43	0	00	21
	554	0	26	81
	555	0	22	62
	560	0	35	70
	569	0	23	46
	570	0	00	42
	571	0	00	21
	572	0	01	84
	593	0	07	71
	594	0	00	42
	595	0	00	42
	596	0	00	21
	598	0	22	45
	600	0	00	21
	601	0	14	24
	606	0	00	21
	607	0	22	46
	608	0	01	44

1	2	3	4	5
	610	0	10	90
	627	0	05	69
	718	0	37	71
	722	0	02	12
	727	0	01	51
Siwal Khas	16	0	01	68
	48	0	01	92
	51	0	00	21
	52	0	01	20
	53	0	25	02
	63	0	05	70
	64	0	23	13
	66	0	05	61
	69	0	01	60
	70	0	15	58
	72	0	00	21
	73	0	01	04
	77	0	09	05
	1294	0	00	42
	1296	0	07	71
	1299	0	00	63
	1300	0	23	46
	1302	0	11	06
	1304	0	00	21
	1313	0	11	56
	1315	0	11	73
	1316	0	00	42
	1317	0	01	84
	1324	0	10	06
	1325	0	00	21
	1334	0	02	93
	1336	0	00	42
	1337	0	00	21
	1338	0	00	48
	1339	0	10	22
	1343	0	05	86
	1344	0	02	01
	1346	0	03	68
	1347	0	07	37
	1348	0	15	75
	1349	0	00	05
	1350	0	00	10
	1353	0	00	18

1	2	3	4	5
	1354	0	00	90
	1355	0	00	21
	1356	0	17	76
	1459	0	13	40
	1460	0	00	21
	1461	0	04	59
	1462	0	10	39
	1478	0	03	52
	1491	0	26	48
	1498	0	13	41
	1500	0	17	43
	1789	0	06	54
	1791	0	00	42
	1804	0	09	89
	1805	0	00	21
	1806	0	13	74
	1807	0	15	92
	1808	0	04	19
	1812	0	01	02
	1813	0	00	16
	1817	0	00	42
	1824	0	00	32
	1825	0	05	70
	1826	0	00	42
	1827	0	15	42
	1828	0	00	42
	1334/2084	0	07	20
Kurall	358	0	05	36
	360	0	11	06
	361	0	12	23
	364	0	00	21
	366	0	07	03
	369	0	00	42
	1056	0	13	82
	1057	0	37	28
	1061	0	16	37
	1062	0	03	19
	1197	0	00	84
	1224	0	03	96
	1225	0	00	21
	1227	0	08	38
	1228	0	00	21
	1229	0	00	42
	1233	0	10	39

1	2	3	4	5
	1234	0	04	80
	1235	0	00	42
	1236	0	00	21
	1237	0	00	21
	1238	0	03	85
Chandora	1	0	04	06
	14	0	00	42
Janl Buzurg	369	0	08	55
	412	0	00	12
	413	0	00	12
	414	0	22	45
	415	0	16	09
	430	0	00	21
	431	0	00	42
	436	0	10	22
	441	0	00	21
	442	0	08	04
	443	0	32	68
	444	0	00	42
	480	0	00	12
	482	0	00	91
	484	0	00	21
	485	0	00	42
	486	0	00	21
	487	0	00	42
	488	0	03	45
	489	0	05	70
	490	0	10	89
	493	0	00	21
	495	0	00	21
	496	0	04	86
	498	0	14	25
	499	0	03	85
	502	0	00	59
	503	0	00	42
	504	0	00	21
	506	0	05	53
	507	0	01	80
	508	0	05	03
	509	0	00	04
	1077	0	03	52
	1078	0	06	37
	1080	0	04	19
	1081	0	04	36

1	2	3	4	5
	1082	0	09	55
	1083	0	20	11
	1084	0	00	21
	1085	0	02	52
	1086	0	00	58
	1090	0	02	85
	1091	0	00	42
	1093	0	13	91
	1094	0	07	05
	1169	0	00	21
	1171	0	07	21
	1194	0	00	21
	1195	0	00	42
	1196	0	00	12
	1197	0	14	41
	1199	0	00	12
	1200	0	11	90
	1201	0	13	58
	1202	0	00	11
	1203	0	00	21
	1204	0	00	48
	1218	0	02	68
	1219	0	07	88
	1220	0	06	70
	1221	0	00	21
	1222	0	00	42
	1223	0	05	46
	1226	0	06	20
	1227	0	10	23
	1229	0	00	21
	1230	0	07	21
	1231	0	13	24
	1232	0	00	32
	1233	0	00	11
	1234	0	01	20
	1241	0	00	11
	1251	0	00	21
	1279	0	04	19
	1310	0	07	88
	1317	0	00	59
	1318	0	04	02
	1319	0	00	12
	1322	0	00	48
	1324	0	33	52
	1339	0	18	27
	1340	0	01	30

1	2	3	4	5
	1345	0	00	54
	1346	0	06	03
	1347	0	07	04
	489/1429	0	04	36
	484/1436	0	00	21
	451/1487	0	06	20
Bafar	704	0	06	03
	705	0	01	34
	707	0	00	21
	710	0	12	57
	711	0	07	04
	712	0	03	87
	713	0	01	51
	777	0	42	07
Kalanjari	3	0	07	21
	10	0	00	21
	11	0	13	07
	12	0	00	42
	13	0	00	21
	14	0	10	06
	15	0	02	85
	16	0	08	21
	17	0	08	72
	18	0	00	42
	19	0	00	21
	35	0	06	20
	43	0	00	21
	44	0	00	04
	45	0	01	98
	46	0	39	39
	252	0	03	08
	253	0	10	56
	254	0	00	42
	255	0	00	21
	258	0	11	40
	259	0	06	20
	262	0	00	21
	263	0	00	42
	265	0	04	32
	266	0	26	48
	267	0	00	42
	268	0	09	05

1	2	3	4	5
	269	0	07	21
	272	0	04	36
	292	0	00	42
	293	0	00	21
	295	0	07	04
	296	0	00	21
	297	0	00	59
	298	0	01	01
	299	0	10	06
	300	0	14	92
	301	0	20	95
	303	0	00	21
	304	0	00	67
	614	0	00	42
	615	0	00	21
	616	0	04	02
	617	0	04	69
	620	0	02	55
	665	0	12	57
	669	0	06	54
	670	0	03	36
	671	0	00	11
	672	0	00	42
	673	0	25	14
	675	0	00	30
	676	0	23	80
	677	0	00	63
	679	0	15	08
	683	0	00	21
Mewla	207	0	00	21
	208	0	07	20
	209	0	05	02
	210	0	00	42
	213	0	11	39
	228	0	23	96
	229	0	00	24
	239	0	03	74
	240	0	00	42
	241	0	00	36
	242	0	04	70
	243	0	09	05
	245	0	00	21
	246	0	00	75
	247	0	09	72
	271	0	15	59

1	2	3	4	5
<hr/>				
Ghat	143	0	06	87
	148	0	05	70
	149	0	12	57
	150	0	01	10
	151	0	00	42
	156	0	06	53
	157	0	00	42
	158	0	09	72
	159	0	12	90
	160	0	00	21
	161	0	06	53
	162	0	00	42
	164	0	00	21
	168	0	15	42
	169	0	00	21
	183	0	10	73
	184	0	00	21
	185	0	05	53
	186	0	01	40
	193	0	01	51
	194	0	00	21
	196	0	00	21
	197	0	14	75
	263	0	00	21
	266	0	05	02
	268	0	21	96
	269	0	00	72
	270	0	00	21
	271	0	02	01
	272	0	00	50
	295	0	06	62
	296	0	10	89
	297	0	11	90
	298	0	09	05
	316	0	23	80
	317	0	00	42
	318	0	11	40
	320	0	19	61
	780	0	17	09
	781	0	00	21
	786	0	32	18
	787	0	11	73
	803	0	10	22
	806	0	30	00
	809	0	13	74

1	2	3	4	5
	810	0	17	26
	811	0	05	20
	812	0	00	42
	813	0	14	41
	815	0	00	42
	816	0	00	11
	817	0	00	78
	827	0	00	21
	857	0	00	40
	858	0	00	11
	860	0	02	99
	861	0	11	56
	862	0	03	52
	1034	0	66	71
	1042	0	10	39
	1044	0	00	42
	1045	0	06	70
	1049	0	41	23
	1050	0	00	42
	1051	0	00	21
	1052	0	18	10
	1058	0	00	42
Dugrawali	37	0	25	72
	38	0	06	37
	39	0	04	36
	41	0	06	54
	43	0	05	20
	44	0	05	03
	55	0	04	36
	56	0	05	36
	57	0	06	36
	59	0	05	93
	61	0	04	02
	62	0	04	86
	63	0	00	72
	64	0	10	22
	147	0	11	23
	149	0	09	22
	150	0	00	60
	151/1	0	03	80
	152	0	01	50
	153	0	01	51
	163	0	05	86
	164	0	09	55
	165	0	14	42

1	2	3	4	5
	166	0	03	60
	169	0	15	76
	171	0	06	53
Kunda	1	0	04	02
	2	0	15	42
	3	0	21	78
	14	0	10	22
	16	0	04	11
	17	0	05	61
	18	0	12	40
	19	0	01	68
	21	0	00	84
	29	0	00	50
	30	0	30	84
	33	0	00	42
	35	0	00	72
	36	0	00	20
	38	0	04	86
	39	0	08	37
	41	0	07	20
	42	0	11	52
	51	0	04	36
Sundra Alias Puttha	322	0	10	06

[No. R —31015/12/98-O.R.—I]
S. CHANDRASEKHAR, Under Secy.

खाद्य और उपभोक्ता मामले मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 18 दिसम्बर, 1998

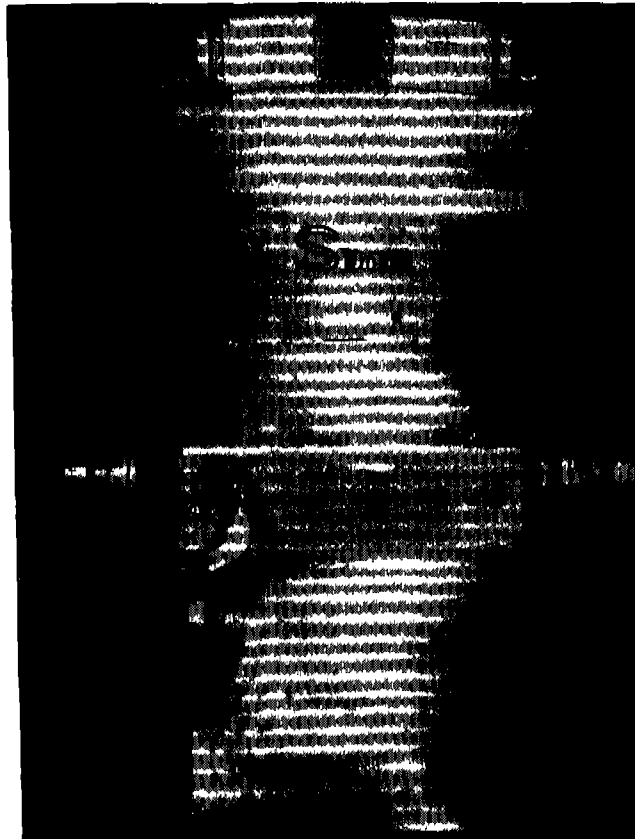
का.आ. 20.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और संभावना यह है कि अविरत उपयोग की अवधि में भी उक्त माडल यथार्थता को बनाए रखेगा और परिवर्तित दशाओं में उपयुक्त सेवा देता रहेगा।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, ई-3श्रृंखला की तरल पदार्थ (पानी को छोड़कर) के लिए मीटर का माडल जिसका ब्रांड नाम "स्मिथ" है (जिसे इसमें इसके पश्चात् माडल कहा गया है) और जिसका विनिर्माण मैसर्स एफ एम सी सनमार लि. 147 कारापक्कम गॉव, चेन्नई-600096 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई.एन.डी.12/98/119 समनुदेशित किया है, निम्नलिखित शर्तों के अधीन अनुमोदन प्रमाणपत्र प्रकाशित करती है :—

विनिर्मित प्रत्येक इकाई को उसमें क्षरण के समाप्त करने के लिए तथा उसकी विशिष्टियों के सम्बन्ध में उसकी कार्य निष्पादन विशेषताओं के स्थिरीकरण के लिए एक प्रारम्भिक मैकेनिकल गति दी जाए।

मीटर से कार्य लेने से पूर्व प्रत्येक मामले में उचित मूल्यांकन के बाद मीटर और उसके कलपुर्जों की सेटिंग की जाए।

उक्त माडल 75 मि. मी. आकार का डबल क्राजिंग वाला रोटरी वेन पोजिटिव डिस्प्लेसमेंट टाइप माडल है। इसकी प्रवाह रेंज 300 से 1600 लीटर प्रति मिनट है।



इसके अतिरिक्त केन्द्रीय सरकार, उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषित करती है कि उक्त माडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत स्मरूप मेक, यथार्थता और निष्पादन वाले मीटर भी हैं, जिसका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धांत के अनुसार, डिजाइन और उसी सामग्री से किया गया है जिससे अनुमोदित माडल विनिर्मित है।

[फा.सं. डब्ल्यू. एम. 21(60)/95]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

MINISTRY OF FOOD AND CONSUMER AFFAIRS**(Department of Consumer Affairs)**

New Delhi, the 18th December, 1998

S.O. 20.—Whereas the Central Government after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions ;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of Meter for liquids (other than water) of 'E—3' series and with brand name "SMITH" (hereinafter referred to as the Model) manufactured by M/s FMC Sanmar Limited, 147, Karapakkam Village, Chennai-600096., and which is assigned the approval mark IND/12/98/119; subject to the following conditions :—

Every unit manufactured should be given an initial mechanical run for eliminating friction and for the stabilisation of performance characteristics in respect of its specification.

The settings to be exercised on the meter and its accessories after appropriate evaluation in each case before it is put into service.

The said Model a rotary vane positive displacement type with double causing, of size 75mm. The flow range is 300 to 1600 litre per minute.



Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the meters of similar make, accuracy and performance of same series manufactured by the same manufacturer in accordance with the same principal, design and with the same materials with which, the approved Model has been manufacture.

[File No. WM 21(60)/95]
P. A. KRISHNAMOORTHY, Director, Legal Metrology

कोयला मंत्रालय

नई दिल्ली, 18 दिसम्बर, 1998

का.प्रा. 21.—केन्द्रीय सरकार को प्रतीत होता है कि इससे उपावृद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है,

अतः, अद्य, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम) 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की) धारा 4 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अंतर्गत आने वाले रेखांक सी-1(ई)III/जे जे एम आर/633-0997 तारीख 15 सितम्बर, 1997 का निरीक्षण वेस्टर्न कोल फील्ड्स लिमिटेड (राजस्व अनुभाग), कोयला एस्टेट, सिविल लाइन्स, नागपुर - 440001 महाराष्ट्र के कार्यालय में या कलक्टर चन्द्रपुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितवृद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (vii) में निर्दिष्ट सभी नक्शों, चाटों और अन्य दस्तावेजों को इस अधिसूचना की प्रकाशन की तारीख से 90 दिन के भीतर भारसाधक अधिकारी/विभागाध्यक्ष (राजस्व) वेस्टर्न कोलफील्ड्स लिमिटेड, कोल एस्टेट, सिविल लाइन्स नागपुर-440001 (महाराष्ट्र) को भेज सकेंगे।

अनुसूची

एकोणा-खण्ड

मजरी क्षेत्र

जिला चन्द्रपुर (महाराष्ट्र)

[योजना सं. सी-1(ई)III/जे जे एम आर/633-0997 तारीख 15 दिसम्बर, 1997]

क्रम सं.	ग्राम का नाम	पटवारी सिविल सं.	तहसील	जिला	क्षेत्रफल हैक्टेयर	टिप्पणी
1	2	3	4	5	6	7
1.	एकोणा	11	वरोरा	चन्द्रपुर	472.500	भाग
2.	मार्डी	13	वरोरा	चन्द्रपुर	708.750	भाग
3.	वनोजा	11	वरोरा	चन्द्रपुर	813.750	भाग
4.	वरोरा	15	वरोरा	चन्द्रपुर	197.750	भाग
5.	खांजी	16	वरोरा	चन्द्रपुर	217.000	भाग
6.	मोहवाला	17	वरोरा	चन्द्रपुर	189.060	भाग
7.	नागरा (रीठ)	10	वरोरा	चन्द्रपुर	198.790	पूर्ण
8.	नाग्रदेव	10	वरोरा	चन्द्रपुर	119.000	भाग
9.	चक्र (खटी)	10	वरोरा	चन्द्रपुर	183.400	भाग

कुल क्षेत्र 3100.000 हैक्टेयर (अनुभाग)

या 7660.10 एकड़ (अनुभाग)

सीमा वर्णन :

क—ख

रेखा बिन्दु 'क' से आरम्भ होकर ग्राम—मार्डी, वनोजा, वरोरा होते हुए तथा बिन्दु 'ख' पर मिलती है।

ख—ग

रेखा ग्राम—वरोरा से होते हुए तत्पश्चात् ग्राम—खांजी और मोहवाला होते हुए और बिन्दु 'ग' पर मिलती है।

ग-घ	रेखा ग्राम-मोहबाला होते हुए तत्पश्चात् ग्राम-नायदेव, चरुर (खटी) होते हुए और बिन्दु 'घ' पर मिलती है।
घ-ङ	रेखा चरुर (खटी) होते हुए तत्पश्चात् ग्राम-एकोणा होते हुए और बिन्दु 'ङ' पर मिलती है।
ङ-क	रेखा ग्राम-एकोणा होते हुए और वर्धा नदी के पूर्वी तट के साथ जाती है तत्पश्चात् ग्राम-माडी और वर्धा नदी के पूर्वी तट के साथ जाती है तथा प्रारम्भिक बिन्दु 'क' पर मिलती है।

[सं. 43015/19 98-पी प्रार प्राई डब्ल्यू]

के.एस. श्रोका, निदेशक

MINISTRY OF COAL

New Delhi, the 18th December, 1998

S.O. 21.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing No. C-I(E) III/JJMR/633-0997 dated the 15th September, 1997 of the area covered by this notification can be inspected in the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440001 (Maharashtra) or in the office of the Collector Chandrapur (Maharashtra) or in the office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the lands covered by this notification may deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer-in-charge/Head of the Department (Revenue), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-440001 (Maharashtra) within ninety days from the date of publication of this notification.

SCHEDULE

YEKONA BLOCK

MAJRI AREA

DISTRICT CHANDRAPUR (MAHARASHTRA)

Plan No. C-I (E) III/JJMR/633-0997 dated the 15th September, 1997

Serial number	Name of Village	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1.	Yekona	11	Warora	Chandrapur	472.500	Part
2.	Marda	13	Warora	Chandrapur	708.750	Part
3.	Wanoja	11	Warora	Chandrapur	813.750	Part
4.	Warora	15	Warora	Chandrapur	197.750	Part
5.	Khanji	16	Warora	Chandrapur	217.000	Part
6.	Mohbala	17	Warora	Chandrapur	189.060	Part
7.	Nagara (Reeth)	10	Warora	Chandrapur	198.790	Full
8.	Naideo	10	Warora	Chandrapur	119.000	Part
9.	Charur (Khati)	10	Warora	Chandrapur	183.400	Part

Total area : 3100.00 hectares
(approximately)
or 7660.10 acres
(approximately)

Boundary description :

- A—B : Line starts from point 'A' and passes through villages Marda, Wanoja and Warora and meets at point 'B'.
- B—C : Line passes through village Warora, then proceeds through villages Khanji and Mohbala and meets at point 'C'.
- C—D : Line passes through village Mohabala, then proceeds through villages Naideo, Charur (Khati) and meets at point 'D'.
- D—E : Line passes through village Charur (Khati), then proceeds through village Yekona and meets at point 'E'.
- E—A : Line passes through village Yekona and passes along the eastern bank of Wardha River, then proceeds through village Marda and passes along the eastern bank of Wardha River and meets at starting point 'A'.

[No. 43015/19/98-PRIW]
K. S. KROPHA, Director

नई दिल्ली, 18 दिसम्बर, 1998

का. आ. 22.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाय्य अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है,

अतः, अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है,

इस अधिसूचना के अंतर्गत आने वाले रेखांक सं. एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/219 तारीख 11 सितम्बर, 1998 का निरीक्षण दक्षिण पूर्वी कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (एमधी) के कार्यालय में या कलक्टर रायगढ़ (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता-700001 के कार्यालय में किया जा सकता है।

इस अधिसूचना के अंतर्गत आने वाली भूमि में, हितव्य सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर उस भारसाधक अधिकारी/विभागाध्यक्ष (राजस्व) दक्षिण पूर्वी कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495006 (मध्य प्रदेश) को भेजेंगे।

अनुसूची

धर्मजयगढ़ ब्लॉक

मांड—रायगढ़ कोलफील्ड्स

रायगढ़ क्षेत्र

जिला—रायगढ़ (मध्य प्रदेश)

[रेखांक सं. एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/219 तारीख 11 सितम्बर, 1998 दर्शाई गई भूमि के लिए पूर्वेक्षण]

क्रम सं.	ग्राम का नाम	पटवारी हल्का सं.	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियां
1.	कुर्गापुर	19	धर्मजयगढ़	रायगढ़	597.196	पूर्ण
2.	शाहपुर	19	धर्मजयगढ़	रायगढ़	448.280	पूर्ण
3.	धर्मजयगढ़ कालोनी	18	धर्मजयगढ़	रायगढ़	936.243	पूर्ण
4.	तराईमार	19	धर्मजयगढ़	रायगढ़	358.710	पूर्ण
5.	मेदरमार	17	धर्मजयगढ़	रायगढ़	166.548	पूर्ण
6.	धर्मजयगढ़	17	धर्मजयगढ़	रायगढ़	2800.001	पूर्ण
7.	दरौंडीह	17	धर्मजयगढ़	रायगढ़	630.600	पूर्ण
कुल				5927.578 हेक्टर (लगभग) या 14647.04 एकड़ (लगभग)		

सीमा वर्णन :

क—ख—ग	रेखा कुर्गापुर ग्राम और मांड नदी की सम्मिलित सीमा पर बिन्दु “क” से आरम्भ होती है और कुर्गापुर, शाहपुर ग्राम के साथ मांड नदी भी है जिस की उत्तरी सीमा के साथ-साथ वह गुजरती है तथा आगे जाकर धर्मजयगढ़ ग्राम की उत्तरी सीमा के साथ-साथ होती हुई बिन्दु “ग” पर मिलती है।
ग—घ	रेखा धर्मजयगढ़ और वरिडीह ग्रामों की पूर्वी सीमा के साथ-साथ जाती है और बिन्दु “घ” पर मिलती है।
घ—ङ—च	रेखा दरिडीह, मेदरमार, तराईमार, धर्मजयगढ़ कालोनी ग्रामों की दक्षिणी सीमा के साथ-साथ जाती है और बिन्दु “च” पर मिलती है।
च—क	ग्राम धर्मजयगढ़, कुर्गापुर के साथ मांड नदी भी है जिसके साथ-साथ रेखा जाती है और आरंभिक बिन्दु “क” पर मिलती है।

[सं. 43015/22/98-पीआरआईडब्ल्यू.]

के. एस. ओफा निदेशक

New Delhi, the 18th December, 1998

S.O. 22 .—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas, (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing No. SECL/BSP/GM (Plg)/Land/219 dated 11th September, 1998 of the area covered by this notification can be inspected in the Office of the Collector, Raigarh (Madhya Pradesh) or in the Office of the Coal Controller, 1, Council House Street, Calcutta-700001 or in the Office of the South Eastern Coalfields Limited (Revenue Department), Seepat Road) Bilaspur-495006 (MP).

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer-in-Charge/Head of the Department (Revenue) South Eastern Coalfields Limited, Seepat Road, Bilaspur-495006 (Madhya Pradesh) within ninety days from the date of publication of this notification.

SCHEDULE

DHARAMJAYGARH BLOCK

MAND—RAIGARH COALFIELDS

RAIGARH AREA

DISTRICT—RAIGARH (MADHYA PRADESH)

[Plan No : SECL/BSP/GM(Plg)/Land/219 dated 11th September, 1998 showing the land for prospecting]

Sl. No.	Name of village	Patwari halka number	Tahsil	District	Area in hectares	Remarks
1	2	3	4	5	6	7
1.	Durgapur	19	Dharamjaygarh	Raigarh	597.196	Full
2.	Shahpur	19	Dharamjaygarh	Raigarh	448.280	Full
3.	Dharamjaygarh Colony	18	Dharamjaygarh	Raigarh	936.243	Full
4.	Taraimar	19	Dharamjaygarh	Raigarh	358.710	Full
5.	Medarmar	17	Dharamjaygarh	Raigarh	156.548	Full
6.	Dharamjaygarh	17	Dharamjaygarh	Raigarh	2800.001	Full
7.	Darriidh	17	Dharamjaygarh	Raigarh	630.600	Full

Total 5927.578 hectares (approximately) OR
14647.04 acres (approximately)

Boundary description.

- A—B—C Line starts from point 'A' on the common boundary of village Durgapur and Mand River and passes along Northern boundary of villages Durgapur, Shahpur which is also along the Mand River, then proceeds along the Northern Boundary of village Dharamjaygarh and meets at point 'C'.
- C—D Line passes along the Eastern Boundary of villages Dharamjaygarh, and Darridih and meets at point 'D'.
- D—E—F Line passes along the Southern Boundary of villages Darridih, Medarmar, Taraimar, Dharamjaygarh Colony and meets at point 'F'.
- F—A Line passes along the Western Boundary of village Dharamjaygarh, Durgapur which is also along the Mand River and meets at the starting point 'A'.

[No. 43015/22/98-PRW]

K. S. KROPHA, Director

नई दिल्ली, 21 दिसम्बर, 1998

का. घा. 23—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन एवं विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii), तारीख 29 मार्च, 1997 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.घा. 823 तारीख 10 मार्च, 1997 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 297.00 एकड़ (लगभग) या 120.194 हेक्टेयर (लगभग) है, कोयले का पूर्वक्षेप करने के अपने आशय की सूचना दी थी,

और केन्द्रीय सरकार का यह समाधान हो गया है कि उक्त 297.00 एकड़ (लगभग) या 120.194 हेक्टेयर (लगभग) भूमि में कोयला अधिप्राप्त है।

धन., अद्य. केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इसने संलग्न अनुसूची में वर्णित 297.00 एकड़ (लगभग) या 120.194 हेक्टेयर (लगभग) माप की भूमि में अर्जन करने के अपने आशय की सूचना देती है।

टिप्पणी :—इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. राजस्व 40/98 तारीख 27 मार्च, 1998 का निरीक्षण कलेक्टर, सीधी (मध्य प्रदेश) के कार्यालय में या नार्दन कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) सिंगरोली (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता (पश्चिमी बंगाल) के कार्यालय में किया जा सकता है।

टिप्पणी 2 :—कोयला धारक क्षेत्र (अर्जन एवं विकास) अधिनियम, 1957 (1957 का 20) की धारा 8 के उपखंडों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध है :—

8. अर्जन के प्रति आशेष (1) कोई व्यक्ति जो किसी भूमि में, जिसके बाबत धारा 7 के अधीन अधिसूचना निकाली गई है,

हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण :—इस धारा के अन्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता को स्वयं सुने जाने का या बिधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी प्रतिरिक्त, जब, यदि कोई हो करने के पश्चात् जो वह आवश्यक समझता है वह या तो धारा 7 की उपधारा (i) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के सम्बन्ध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के सम्बन्ध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित किञ्चित् रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिफल में हित का दावा करने का हकदार होवा यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।

टिप्पणी 3—केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता-700001 को उक्त अधिनियम के अधीन अधिसूचना सं. 43022/12/87-पी.ए. (ii) तारीख 5 फरवरी, 1987 द्वारा सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

दुधीचुआं ब्लाक विस्तार

मार्दर्न कोलफील्ड्स लिमिटेड, सिंगरीली

जिला—सीधी (मध्य प्रदेश)

सभी अधिकार

रेखांक सं. राजस्व/40/98 तारीख 27-3-98
अर्जित की जाने वाली भूमि दर्शाती है

क्र. सं.	ग्राम	तहसील	जिला	क्षेत्रफल (एकड़ में)	टिप्पणियां
1.	मेढौली	सिंगरीली	सीधी (मध्य प्रदेश)	297.00 एकड़	भाग
कुल क्षेत्र 297.00 एकड़ (लगभग)					
या					
120.194 हैक्टेयर (लगभग)					

ग्राम मेढौली में अर्जित किए जाने वाले प्लॉट संख्यांक :

405 (भाग), 406, 407 (भाग), 407/2 (भाग), 510 (भाग), 511 (भाग), 512, 513 (भाग), 522 (भाग), 523 (भाग), 524, 525 (भाग), 526 (भाग), 527, 528, 529 (भाग), 530 (भाग), 532 (भाग), 533 (भाग), 540 (भाग),

सीमा वर्णन :

क—ख	रेखा बिन्दु "क" से आरम्भ होती है और ग्राम मेढौली के प्लॉट संख्या 407 और 410 की उभय सीमा, 406 और 411 की उभय सीमा तथा 404 और 405 की उभय सीमा से होकर जाती है तथा बिन्दु "ख" पर मिलती है।
ख—ग	रेखा बिन्दु "ख" से आरम्भ होती है और ग्राम मेढौली के प्लॉट संख्या 405, 513, 523, और 522 से होकर जाती है तथा बिन्दु "ग" पर मिलती है।
ग—घ	रेखा बिन्दु "ग" से आरम्भ होती है और ग्राम मेढौली के प्लॉट संख्या 522, 525 और 526 से होकर जाती है तथा बिन्दु "घ" पर मिलती है।
घ—ङ	रेखा बिन्दु "घ" से आरम्भ होती है और ग्राम मेढौली एवं ग्राम दुधीचुआं के उभय सीमा से होकर जाती है तथा बिन्दु "ङ" पर मिलती है।
ङ—च	रेखा बिन्दु "ङ" से आरम्भ होती है और ग्राम मेढौली एवं ग्राम दुधीचुआं के उभय सीमा से होकर जाती है तथा बिन्दु "च" पर मिलती है।
च—छ	रेखा बिन्दु "च" से आरम्भ होती है और ग्राम मेढौली के प्लॉट संख्या 533 एवं 540 से होकर जाती है तथा बिन्दु "छ" पर मिलती है।
छ—ज	रेखा बिन्दु "छ" से आरम्भ होती है और ग्राम मेढौली के प्लॉट संख्या 540, 533, 532, 530, 529 और 511 से होकर जाती है तथा बिन्दु "ज" पर मिलती है।
ज—अ	रेखा बिन्दु "ज" से आरम्भ होती है और ग्राम मेढौली के प्लॉट संख्या 511, 510, 407 और 407/2 से होकर जाती है तथा बिन्दु "अ" पर मिलती है।

स—क

रेखा बिन्दु "अ" से आरम्भ होती है और ग्राम मेरुली के प्लाट संख्या 407/2 और 408 की उभय सीमा तथा 407 और 408 की उभय सीमा से होकर जाती है तथा आरम्भिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/12/96—एल. डब्ल्यू./पी. आर. आई. डब्ल्यू.]

के. एस. कोषा, निदेशक

New Delhi, the 21th December, 1998

S.O. 23.—Whereas by the Notification of Government of India in the Ministry of Coal No. S.O. 823 dated the 10th March, 1997 issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, Section 3, Sub-Section (ii), dated the 29th March 1997, the Central Government gave notice of its intention to prospect for coal in 297.00 acres (approximately) or 120.194 hectares (approximately) of the lands in the locality specified in the Schedule appended to that notification.

And whereas the Central Government is satisfied that coal is obtainable in the said 297.00 acre (approximately) or 120.194 hectares (approximately) of lands.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the lands measuring 297.00 acres (approximately) or 120.194 hectares (approximately) described in the Schedule appended hereto :

Note—1 The plan bearing No. Rev/40/98 dated the 23rd March, 1998 of the area covered by this notification may be inspected in the office of the Collector, Sidhi (Madhya Pradesh) or at the Office of the Northern Coalfields Limited (Revenue Section), Singrauli (Madhya Pradesh) or at the Office of the Coal Controller, 1, Council House Street, Calcutta (West Bengal).

Note—2 Attention is hereby invited to the provisions of section 8 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) which provides as follows :

8. Objection to Acquisition (1) Any person interested in any land in respect of which a notification under section 7 has been issued may, within thirty days of the issue of notification object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation—It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operation in the land for the production of coal and that such operations should not be undertaken by the Central Government or any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further enquiry, of any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land, or make different reports in respect of different part of such land or of rights in or over such lands to the Central Government containing his recommendations on the objections, together with the records of the proceedings held by him for the decision of that Government.

(3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.

Note—3 The Coal Controller, 1, Council House Street, Calcutta has been appointed by the Central Government as the competent authority under the said Act vide notification N. 43022/12/87-CA (ii) dated 5th October, 1987 published in the Gazette of India.

SCHEDULE

DUDHICHUA BLOCK EXTENSION
NORTHERN COALFIELDS LIMITED SINGRAULI
DISTRICT SIDHI (MADHYA PRADESH)

ALL RIGHTS

Drawing No. Rev/40/98, dt. 27-3-98

(showing lands to be acquired)

Sl. No.	Village	Tahsil	District	Area in (acres)	Remarks
1.	Medhauli	Singrauli	Sidhi(Madhya Pradesh)	297.00Acres	Part
Total area				297.00 acres (approximately)	
				or	
				120.194 hectares (approximately)	

Plot numbers to be acquired in village Medhauli

405(p), 406, 407(p), 407/2(p), 510.(p), 511(p), 512, 513 (p), 522(p), 523(p), 524, 525(p), 526(p), 527, 528, 529(p), 530(p), 532(p), 533(p), 540(p).

Boundary description

A—B Line starts from point 'A' and passes through common boundary of plot numbers 407 and 410, 406 and 411, 404 and 405 of Village Medhauli and meets at point 'B'.

B—C Line starts from point 'B' and passes through plot numbers 405, 513, 523 and 522 of village Medhauli and meets at point 'C'.

C—D Line starts from point 'C' and passes through plot numbers 522, 525, and 526 of village Medhauli and meets at points 'D'.

D—E Line starts from point 'D' and passes through part common boundary of Village Medhauli and Dudhichua and meets at point 'E'.

E—F Line starts from point 'E' and passes through part common boundary of village Medhauli and Dudhichua and meets at point 'F'.

F—G Line starts from point 'F' and passes through plot Numbers 533 & 540 of Village Medhauli and meets at point 'G'.

G—H Line starts from point 'G' and passes through plot numbers 540, 533, 532, 530, 529, and 511 of Village Medhauli and meets at point 'H'.

H—I Line starts from point 'H' and passes through plot numbers 511, 510, 407 and 407/2 of Village Medhauli and meets at point 'I'.

I—A Line starts from point 'I' and passes through common boundary of plot number 407/2, and 408, 407 and 408 of village Medhuali and meets at starting point at 'A'.

[No. 43015/12/96-LW/PRIW]

K.S. KROPHA, Director

श्रम मंत्रालय

नई दिल्ली, 1 दिसम्बर, 1998

का.भा. 24.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिटी बैंक कैंटीन कमेटी के प्रबंधन के संबंध में निम्नलिखित श्रमिकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-98 को प्राप्त हुआ था।

[सं. एल-12012/188/95-आई.आर. (बी-1)]

सी. गंगाधरन, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 1st December, 1998

S.O. 24.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal No. 1, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of CITI Bank Canteen Committee and their workman, which was received by the Central Government on 30-11-98.

[No. L-12012/188/95-IR (B-I)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT:

Shri Justice C. V. Govardhan, Presiding Officer.

Reference No. CGIT-33 of 1996

PARTIES:

Employers in relation to the management of Citi Bank Canteen Committee.

AND

Their Workmen.

APPEARANCES:

For the Management: Shri V. V. Pai, Advocate.

For the Workman: Shri Nabar, Advocate.

Mumbai, dated the 11th day of November, 1998

AWARD

1. The Central Government by its order dated 29-10-96 has referred the following dispute for adjudication by this Tribunal:

"Whether the action of the management of Citi Bank in terminating the services of Shri M. T. Gurav w.e.f. 16-11-1992 is legal and justified? If not, to what relief the workman is entitled to?"

2. The workman in his statement of claim has contended that he was employed as a canteen boy by a Committee formulated by the employees of Citi Bank on 16th May, 1988 on a salary of Rs. 750 00. According to the workman he and other workmen in the canteen were not paid wages that were paid to the other category IV employees of the Bank and in fact they were not even paid minimum wages payable to the employees working in similar canteens. According to the workman although the employees were treated as employees of the canteen committee the ostensible employer in relation to the said employees working in the canteen 3426 GI/98—19

was Citi Bank as the Canteen was conducted for the benefit of the employees of the Bank. According to the workman his services were illegally terminated by the Chairman on the instruction of the Personnel Department of the Bank on 16-11-1992. He has further stated that no charge sheet was issued and no disciplinary proceedings conducted against him before the illegal termination. He further prays that the termination may be held as illegal, improper and unjustified and he may be reinstated.

3. The Canteen in its statement contends as follows: The Committee was instituted to ensure provision of good quality service to the employees on a no profit no loss basis with the sole aim of welfare activity. The Canteen Committee is a separate and distinct entity and operates without any interference by the bank in matters related to canteen. The workmen were also paid wages not less than the wages prescribed under minimum wages Act. The workman had quarrelled with co-worker one Mr. Sharad Patil on 6th November, 1992 in the canteen and left the work place shouting and abusing him. He has not reported for duty nor sent any intimation of his absence to the canteen committee. This Act amounts to abandonment of service. At no point of time, the committee has issued termination orders. Therefore, the claim is to be rejected.

4. The Citi Bank in its written statement contends as follows: There is no privity of contract between the workman and the Citi Bank. The workman was employed by the Citi Bank Canteen Committee which is a separate legal entity. The terms of reference are not correct in as much as the management of Citi Bank is not concerned with the alleged industrial dispute, the reference against the management of Citi Bank may be rejected.

5. On the above pleadings a preliminary issue has been raised to the effect, whether the workman proves that his true and real employer is the Citi Bank and not the Citi Bank Canteen Committee?

6. Since this preliminary issue has been raised on account of the statement raised by the Citi Bank to the effect that the reference is bad, this issue is considered as a preliminary issue. The learned counsel appearing for the workman would argue that the dispute is with regard to the termination of service of the employee and even if the Canteen Committee is not a registered one, still it has got to be considered as an employer as per the provision of Section 3(42) of the General Clause Act, to the effect that the word "Persons" will include any company or Association or Body of individuals whether incorporated or not. The stand taken by the Citi Bank is with regard to the correctness of the reference on the ground that there is no privity of contract between the Bank and the employee. According to the Bank, the workman was employed by the canteen committee and not by the Bank and if at all there is any dispute between them it is only between the canteen committee and its employee and there is no question of the management of the Bank terminating the service of the employee. In the claim statement itself the employee has stated that he was employed as a canteen boy by the Canteen formulated by the employees of the Citi Bank. He has also stated that although the employee were treated as employees of the canteen committee the ostensible employer in relation to the said employees working in the canteen was the Citi Bank as the canteen was in fact conducted for the benefit of the employees of the Bank. The canteen committee in its written statement has stated that the committee was instituted to ensure provision of good quality service to the employees on no profit no loss basis with the sole aim of welfare activity and this committee is exclusively run by the employees of the Bank and that the management of the Bank has nothing to do with the same. According to the Canteen Committee it is a separate and distinct entity. The Bank has also contended that they have not appointed the workman and it is only the canteen committee under whom the employee was employed and if at all there is a dispute it is between the above two and they have nothing to do with the same. From the above contention, it is clear that employees of the Citi Bank has formed a canteen committee for providing good quality service to them on a no profit no loss basis and the canteen committee is an independent and separate entity run for the

convenience of the employees of the Citi Bank. The Committee consists of the employees of the Citi Bank and they are changing among themselves. It is something like unregistered social clubs for relaxation and recreation of its members and they are members who are perpetually changing even though they are called for convenience by common name.

In AIR 1959 Punjab 220 Punjab State Club, Simla, Petitioner vs. Municipal Committee, Simla, Respondent, it has been held that such a club has no legal status, and such association of members cannot sue or be sued in the Association name and all its members must sue or be sued. Similarly, in the case on hand the canteen committee also consists of members or staff of the Citi Bank. It is a committee which employs its employees, and the management of the Bank has no role to play either in the appointment or termination or providing benefits. In the above circumstances the stand of the management of the Citi Bank in their written statement that there is no relationship of employer and employee between the Citi Bank and the workman Mr. Gurav is well founded. The reference is to the effect that whether the action of the management of Citi Bank in terminating the services of Mr. Gurav w.e.f. 16-11-92 is illegal and justified. It reads as if the management of the Citi Bank has terminated the service of Mr. Gurav. The canteen committee has filed a separate statement alleging that Mr. Gurav has abandoned his employment and it is not correct to say that his service were terminated. Whether it is a case of voluntary abandonment by Mr. Gurav or whether it is a case of termination of the employee by the employer can be considered only if proper persons are before the tribunal. In view of the fact of appointment of Mr. Gurav as a canteen boy by the canteen committee is not in dispute. The reference as if it is a case of service terminated by the management of the Citi Bank is not proper. It is once to the employee to address the Government for amending the reference to the effect whether his termination by the Canteen Committee of the Citi Bank is legal and justified. The preliminary issue is answered accordingly. The employee is given three months time to address the Government and have the reference amended. Put up on 28-2-99.

C. V. GOVARDHAN, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 1998

का.प्र. 25.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलोर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-12-98 को प्राप्त हुआ था।

[सं. एल-12012/44/89-डो-II(ए)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 7th December, 1998

S.O. 25.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 3-12-98

[No. L-12012/44/89-D.II(A)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated 18th November, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C.R. No. 43/1989

1st PARTY

Shri Samuel Baby,
U-7, III Cross
Christian Colony,
Srirampuram,
BANGALORE-560021.

2nd PARTY

The Chairman-cum-Managing
Director, Vijaya Bank,
Head Office, Trinity Circle,
Mahatma Gandhi Road,
BANGALORE-560001.

AWARD

1. The Government of India having opined that an Industrial dispute exists between the above parties exercised the powers conferred by the clause (d) of sub-section (1) of section 10 of the I.D. Act 1947 and referred this dispute for adjudication vide letter No. L-12012/44/89-D. (II) (a) dated 18-7-1989.

SCHEDULE

"Whether the action of the Management of Vijaya Bank in dismissing from service Shri Samuel Baby is justified? If not, to what relief is the workman entitled?"

2. Consequent to this reference the parties appeared before this Tribunal and filed the claim statement and the counter statement.

3. The first party contended that he was appointed as a peon in the year 1983 and he was working honestly, diligently and faithfully. He has been issued a chargesheet on 2-12-1986 alleging misconduct under sub-clause (j) of clause 19.5 of the Bipartite Settlement 1966. Since he has denied the charge by submitting a detailed explanation the second party having dissatisfied with the explanation have initiated a domestic enquiry by appointing one Shri K. J. Reddy as Enquiry Officer.

4. He has further contended that the enquiry was defective due to various reasons, he has also attributed perversity in the report of the enquiry officer and on the basis of such report the Disciplinary Authority has dismissed him from services which was affirmed by the Appellate Authority. According to him both these authorities have not exercised proper discretion.

5. He has also averred the victimisation for his legitimate trade union activities. Lastly he has contended that the order of dismissal was illegal, discriminatory and therefore the said order requires interference.

6. The second party in their counter statement have justified the order of dismissal made against the first party as he was found guilty of making use of a bearer cheque bearing No. 815408 dated 11-6-86 for a sum of Rs. 500/- drawn by Smt. N. T. Padmamma. It is further contended the husband of Smt. N. T. Padmamma N. Vasudeva Basri has credited the said cheque in S.B. Account No. 7647 maintained in the name of his minor daughter Kumari. M. V. Nagaratna. When this cheque is in the process of undergoing the debit and credit entries in the above mentioned accounts, it is alleged, that the first party has fraudulently and unauthorisedly removed the said cheque from the S. B. account section and kept the relative credit slip with the clearing credit slips by affixing the second clearing stamp dated 11-6-1989. On 12-6-86 he has encashed the cheque by writing the name of the said M. V. Nagaratna both in English and Kannada on the reverse portion of the cheque and therefore he has committed a grave misconduct.

7. It is further contended that this was detected and having found that the first party is responsible for this misconduct, the second party appointed an enquiry officer to conduct the domestic enquiry in accordance with settled principles of law and came to the conclusion that the misconduct against the first party workman was proved.

8. This finding was accepted by the Disciplinary Authority who passed the order of dismissal and the appellate authority before whom the first party filed the appeal also came to be dismissed.

9. In these circumstances the second party prayed for rejecting this reference.

10. Since the first party was dismissed from service after conducting a domestic enquiry a preliminary issue was framed to give a finding on the validity of domestic enquiry. After recording the evidence of both parties the issue was taken up for consideration.

11. My learned predecessor decided this preliminary issue by an order dated 24-8-92. It was held that the domestic enquiry was conducted not in accordance with principles of natural justice and therefore the same was set aside.

12. After this order the second party was directed to prove the misconduct by placing independent evidence.

13. Thereafter this case was adjourned 65 times i.e. from 24-8-92 to 17-9-98. Except examining the witness MW-3 no progress was made in the case. The evidence of MW-3 was concluded on 7-6-94. It is crystal clear that the second party has not evinced any interest in conducting this case to its final result. A notice under RPAD was also issued to the second party which was duly acknowledged by him as per the acknowledgement.

14. Therefore taking into consideration the presence of the first party and long delay in deciding this case is due to non-co-operation attitude of the second party, this tribunal after going through the records minutely posted the case for award.

15. My learned predecessor while deciding the validity of domestic enquiry has observed that non-examination of M. V. Nagaratna in whose account the alleged cheque was credited which had her name written in the reverse portion of the cheque and therefore the order of the enquiry officer was defective. It is also stated in the said order the opinion of handwriting expert is not conclusive evidence.

16. On this basis of findings of the second party appears to have tendered said Nagaratna and she was examined on 23-7-93. She has denied the signature found on the reverse of the cheque is her handwriting and she has denied this suggestion that her mother drawn the very same cheque by mentioning her name on reverse portion of the cheque.

17. The main contention raised by this workman is that he has been victimised by the second party which is evidenced in the letter exhibit W-1.

18. As it relates to the perversity in the report of the enquiry officer it is the contention of the first party that except the evidence of handwriting expert (documentary) there is no material to connect this workman to the alleged misconduct.

19. I have gone through the report of the enquiry officer marked as M-30. I do not find any evidence that this workman has removed this cheque and presented for encashment. The clerk who receives the cheques presented by the customers for encashment does not say this cheque was presented by this workman. However a token No. 10 was given to this cheque and registered in evidence. This register also not presented by the second party. Admittedly the cheque is drawn in favour of M. V. Nagaratna (exhibit M-11) and this was credited to her account by her father in exhibit M-10. When Nagaratna is admittedly a minor at the point of time there is no material to show how the clerk incharge of receiving the cheque passed for payment and how he entertained and passed the cheque for the payment signed by Nagaratna, when her account ledger shows she was a minor. The cashier who paid Rs. 500/- against token No. 10 does not say who presented the token for encashment. It is not the case of the second party that this workman encashed this cheque through a third person. Therefore it is clear that enquiry officer strongly relied on the evidence of M-5 handwriting expert who alleged to have been compared admitted handwriting of the workman with disputed signature found on the reverse of the cheque.

20. Since the evidence of handwriting expert always require corroboration the prudence, does not permit to accept the opinion without corroboration, therefore I have no hesitation to hold that the order of the enquiry officer on the question of case proved in the domestic enquiry is admittedly a perverse order.

21. When such doubt is so glaring the disciplinary authority and the appellate authority should have applied their minds in the matter of awarding the punishment in a doubtful case of this nature. An order of dismissal is excessive and unwarranted and therefore this tribunal is required to consider this fact on the strength of Section 11A of the Industrial Disputes Act.

22. I am not troubling myself with the case law propounded by various decisions of High Courts and even the Supreme Court on this point. But I am tempted to press into service a judgement in *R. M. Pannar Vs. Gujarat Electricity Board* reported in (1982) Lab. IC 1031 of Gujarat High Court. His Lordship Bhakkar, Chief Justice as he then was, has extensively dealt the scope of Sec. 11(A) in the matter of inflicting punishment particularly the punishment of discharge and dismissal. Para 5 and 6 of the guidelines given by his lordship is still holds the field. They are :

23. When difference categories of penalties can be imposed in respect of the alleged fault, one of which is dismissal from service, the disciplinary authority perforce is required to consult himself for selecting the most appropriate penalty from out of the range of penalties available that can be imposed, having regard to the nature, content and gravity of the default. Unless the disciplinary authority reaches the conclusion that having regard to the nature, content and magnitude of the fault committed by the employee concerned, it would be absolutely unsafe to retain him in service, the maximum penalty of dismissal cannot be imposed. If a lesser penalty can be imposed without seriously jeopardising the interest of the employer the disciplinary authority cannot impose the maximum penalty of dismissal from service. He is bound to ask the inner voice and rational faculty why a lesser penalty cannot be imposed.

24. It cannot be overlooked that by and large it is because the maximum penalty is imposed and total ruination stares one in the eyes that the employee concerned is obliged to approach the Court and avail of the costly and time-consuming machinery to challenge in desperation the order passed by the disciplinary authority. If a lesser penalty was imposed, he might not have been obliged to take recourse to costly legal proceedings which result in loss of public time and also result in considerable hardship and misery to the employee concerned.

25. In the light of the above guidelines and in the fact and circumstances of this case the action of the management in passing an order of dismissal is excessive and not commensurate with the misconduct made and proved in the case.

26. This workman after setting aside the domestic enquiry has filed an application for Interim Relief and this court vide order dated 15-1-1993 granted 50 per cent of the wages last drawn by the first party. This order was made on 24-8-92. It is presumed that the second party is regularly paying this amount, if not, they are entitled to pay till the date of this order. Therefore entitlement of the workman of any monetary benefits relates back to the date of Interim Relief.

27. Since the Banker institution is depending upon the funds of the public it shall not be penalised. But

the interest of the workman shall also be considered in this regard. Therefore I have no hesitation to pass the following award for the reasons stated above.

AWARD

28. The order of dismissal passed by the second party against the first party workman is hereby set aside. The second party is directed to reinstate the workman with continuity of service and the back-wages at the rate of 50 per cent from the date of suspension till the date of Interim Relief. The second party further directed that the salary of the first party workman shall be fixed on the basis of continuity of service. Accordingly this reference is allowed on the above terms.

29. (Dictated to the Stenographer, transcribed by her corrected and signed by me on this 18th day of November, 1998 Wednesday).

Justice R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 1998

का.आ. 26.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-12-98 को प्राप्त हुआ था।

[सं. एल-12012/118/94-आई.आर.(बी-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 7th December, 1998

S.O. 26.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workman, which was received by the Central Government on 3-12-98.

[No. L-12012/118/94-IR-(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, 19th November, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C.R. No. 77/1994

Ist PARTY

The Organising Secretary,
Bank of Maharashtra Karmachari
Sangh, Anand Plaza,
Anand Rao Circle,
Bangalore-560009.

IInd PARTY

The Regional Manager,
Bank of Maharashtra,

15, Police Station Road,
Basavangudi,
Bangalore-560004.

AWARD

The Central Government vide Order No. L-12012/118/94-I.R. (B-II) dated 14-9-1994 has referred this dispute exercising the powers under Section 10 sub-section (2A) clause (d) of sub-section (1) on the premise that an Industrial Dispute exists between the above parties for adjudication :

SCHEDULE

"Whether the demand of the Bank of Maharashtra Karmachari Sangh (SZ) on the Management of Bank of Maharashtra, Bangalore for enhancing the wages of Shri Gangaiah, Part-time sub-staff to three-fourth scale wages w.e.f. 15-10-90 is justified? If so, what relief is the said workman entitled to?"

The Regional Secretary espoused the cause of the workman. It is contended in the claim statement that the workman, hereinafter referred as Mr. Gangaiah, is a sweeper (Part-time sub-staff) at Gandhinagar, Bangalore Branch had applied for enhancement of wages from 50 per cent to 75 per cent of the pay on the basis of the hour of work he is doing in a week. This representation of 15-10-90, 14-11-91 does not bear any fruit, but his request was turn down. Therefore a conciliation was raised before the Assistant Labour Commissioner (C), Bangalore where the parties are represented and due to failure of conciliation it was referred to the Government and the above reference was made.

It is further contended by the Gangaiah that in accordance with Desai and Shastri Awards and other Bipartite Settlements which had the legal implications to fix the scale wages of the part-time sub-staff on the basis of number of hours of work put in by them in the bank.

Mr. Gangaiah further contended that on account of increase in total working hours at the branch following the declaration of the branch as a model branch is legally entitled for the payment of 75 per cent of scale wages. He prayed that he is entitled to this enhancement scale from 15-10-90.

The Regional Manager, Bank of Maharashtra filed a counter statement. It is admitted that Gangaiah is working since June, 1980 as part-time sub-staff. His salary was fixed on 1/3 scale wages from January, 1985 and he was required to sweep approximately 2010 sq. ft. and to work for about 12 hours per week. It is admitted that his scale wages were increased w.e.f. 1-2-1988 to 1/2 scale wages as his total working hours were less than 19 hours per week. The Bank placed the provisions of Bipartite Settlement dated 10-4-1989 where the scale wages are fixed for part-time workman is as follows :

If their normal total working hours per work are—

- upto 3 hours : At Bank's discretion but with a minimum of Rs. 60 per month.
- More than 3 hours but less than 6 hours : At Bank's discretion but with a minimum of Rs. 175 p.m.
- 6 hours to 13 hours : One-third of scale wages with proportionate annual increment.
- More than 13 hours to 19 hours : One-half of the scale wages with proportionate annual increment.
- More than 19 hours to 29 hours : Three-fourth of the scale wages with proportionate annual increment.

It is the contention of the second party that the demand of the Gangaiah was found to be not genuine, reasonable and was beyond the BP Settlement. Therefore the second party prayed that the claim of Gangaiah is not acceptable and therefore his demand for enhancement deserves to be rejected.

Though the schedule to the reference covers the matter in dispute for adjudication on the same line a issue was framed by this Tribunal.

Shri Gangaiah examined himself as WW-1. He has stated that the nature of duty is performing consist of sweeping, dusting and other sundry works. He has also stated that he was bringing the keys of the bank to open the premises for cleaning from the house of the Branch Manager which was at a distance of about 8 kms. He further stated that he has to spend about 30 to 40 minutes to bring the key and other works inside the bank is about 4 to 5 hours in a day. This evidence of the workman was not seriously challenged by the second party.

If we calculate the hours of work taking away the weekly holiday for six working days it comes to minimum of 24 hours per week. As per service conditions of Bank employees, which was produced as Annexure-F prescribes the normal total working hours per week of part-time workman and the scale wages i.e. required to be paid on the basis of week hours. It is stated in page 73 if a part-time workman works more than 19 hours to 29 hours is eligible for 3/4 of the scale wages with proportionate annual increment. Therefore there is justification to enhance the wage scale to 3/4 as claimed by the workman.

Now the question is whether the payment of this 3/4 wage scale is from the date of demand dated 15-10-90 or subsequent to that demanded date.

As per Annexure-B a document enclosed to a list of documents produced by the first party the total time required for doing the work per day is stated as 3 hours 35 minutes which was not accepted by the management. Mr. Gangaiah also not stated in his evidence from what date his working hours were enhanced. However taking into consideration that in justification of the demand he has raised a conciliation and ultimately the Government has referred the dispute for adjudication vide order dated 14-9-94. Therefore the fairness demands that his wage scale can be fixed at 3/4 from 14-9-94. Consequent to this findings the following award is made.

AWARD

Shri Gangaiah the part-time sub-staff is justified in demanding the wage scale to 3/4 scale wages. The second party is directed to fix the scale wages to this workman at 3/4 scale wages w.e.f. 14-9-1994, the date of reference. The workman is entitled to get the arrears till the wage scale is fixed to 3/4. Order Accordingly.

(Dictated to stenographer, transcribed by her corrected and signed by me on this 19th November, 1998, Thursday.)

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 1998

का.आ. 27.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-12-98 को प्राप्त हुआ था।

[सं. एल-12012/375/89-आई.आर.बी-II]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 7th December, 1998

S.O. 27.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award to the Central Government Industrial Tribunal, Dholpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on 3-12-1998.

[No. L-12012/375/89 IR(B-II)]
C. GANGADHARAN, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक अधिकरणी एवं श्रम मंत्रालय,
जबलपुर (म.प्र.)

डी.एन. दीक्षित

पीठासीन अधिकारी

प्र.क्र. सीजीआईटी/एलसी/आर/47/90

श्री सुकुंद राव

मार्फत श्री काशीनाथ चतुर्वेदी,

116/2, हाउसिंग कालोनी,

भिण्ड (म.प्र.)

—आर्थी

विरुद्ध

सहायक महाप्रबंधक,

यूको बैंक, मोरना कार्यालय,

मोपाल (म.प्र.)

—प्रतिआर्थी

अर्थात्

दिनांकित : 18-11-1998

1. भारत सरकार, श्रम मंत्रालय, नई दिल्ली ने आने वाले दिनांक संख्या एल-12012/375/89-डी-2(ए) दिनांकित 8/2/90 के द्वारा निम्नलिखित विवाद निराकरण हेतु इन अधिकरण को भेजा है :—

अनुसूची

"Whether the action of the management of UCO Bank, Bhopal in terminating the services of Shri Mukund Rao, S/o Govind Gabhane, Ex-Clerk-cum-Cashier vide order dated 14-4-1987 is justified ? If not, to what relief is the workman concerned entitled?"

2. श्रमिक के अनुसार उसको बैंक में नियुक्ति 17-7-80 को दी गई थी और 3/12/81 को उप हेड कैशियर पद पर पदोन्नति दी गई। श्रमिक बैंक को इस शाखा में जो भिड़ जिले में है, कार्यरत था। इस शाखा में आई.आर.डी.पी. कार्यक्रम के अंतर्गत भारत सरकार से राशि प्राप्त हुई। इस राशि का वितरण ग्रामीणों को किया गया। प्रबंधन ने श्रमिक पर अनियमितता के आरोप लगाये और चार्जशीट 29-1-86 को दी। श्रमिक ने आरोप अस्वीकार किये। श्रमिक के विरुद्ध विभागीय जांच की गई। विभागीय जांच में जांच अधिकारी ने बहुत सी अनियमितताएं की। श्रमिक को अपने बचाव का पूर्ण अवसर नहीं दिया गया। चार्जशीट में आरोपों का सम्पूर्ण विवरण नहीं है। श्रमिक को विभागीय जांच का अनुभव नहीं था और यह भी ज्ञान नहीं था कि यह अपने सहकर्मी की सेवाएँ प्राप्त कर सकता है। श्रमिक को सभी लेखों की प्रतियाँ नहीं दी गईं। श्रमिक के विरुद्ध कोई भी आरोप सिद्ध नहीं हुआ, फिर भी उसे दिनांक 14-4-87 से सेवा से पृथक् कर दिया गया। श्रमिक को जो दण्ड दिया गया वह कदाचरण के अनुपात से बहुत अधिक है। श्रमिक चाहता है कि उसे पुनः दिनांक

14-4-87 से सेवा में लिया जाये और इस दिनांक से आज तक वेतन और भत्तों का भुगतान किया जाये।

3. प्रबंधन के अनुसार श्रमिक को आरोप दिया गया और आरोपों का उत्तर संतोषप्रद नहीं होने से उसके विरुद्ध विभागीय जांच प्रारंभ की गई। विभागीय जांच में प्राकृतिक न्याय के सिद्धान्तों के अनुसार श्रमिक को अपनी रक्षा के लिये पूर्ण अवसर दिया गया। विभागीय जांच में सभी नियमों का पालन किया गया। श्रमिक ने जानबूझकर अपने कार्य में अनियमितता और लापरवाही की थी और यह विभागीय जांच में सिद्ध हो गई। श्रमिक को सभी लेखों की प्रतियाँ दी गई थी। श्रमिक को प्रबंधन गवाह के प्रतिपरीक्षण का अवसर दिया गया। जांच अधिकारी ने श्रमिक को कदाचरण का दोषी पाया। श्रमिक ने आई.आर.डी.पी. स्कीम की राशि को अनियमितता से नष्ट होने दिया। ऐसा उसने जानबूझकर किया। इस प्रकार यह स्कीम प्रभावहीन हो गई तथा बैंक से ग्राम जनता का विश्वास उठ गया। श्रमिक का कदाचरण इस अनुपात का था कि उसे सेवा से निकालने का आदेश विधिपूर्वक है तथा कदाचरण के अनुरूप है। विभागीय जांच में अपनाई गई प्रक्रिया विधिपूर्वक है और दण्ड कदाचरण के अनुरूप है। प्रबंधन के अनुसार श्रमिक किसी भी सहायता का पात्र नहीं है।

4. इस न्यायालय ने दिनांक 6-2-95 को यह पाया है कि जो विभागीय जांच श्रमिक के विरुद्ध प्रबंधन ने की, वह विधिपूर्वक और न्याय के नैसर्गिक सिद्धान्तों के अनुरूप है। यह भी पाया है कि यह जांच वैधानिक है।

5. श्रमिक दिनांक 1/1/85 को क्लर्क मैनेजर, धर के अतिरिक्त प्रभार में था। इस अवधि में श्रमिक ने 167 लोन अकाउन्ट्स को बन्द कर दिया। श्रमिक के इस कार्य से जो लोन ग्रामीणों को दिया गया था उसका मुख्ययोग हुआ। श्रमिक को 167 लोन अकाउन्ट्स बन्द करने का ना तो कोई औचित्य था और न कारण था। श्रमिक ने जानबूझकर बदनियति से 167 लोन अकाउन्ट्स बंद किये। बैंक कर्मचारी के रूप में श्रमिक यह जानता था कि ग्रामीणों को जो कर्ज दिया गया है, उनकी सैक्यूरिटी के रूप में यह लोन अकाउन्ट्स है। श्रमिक यह भी जानता था कि लोन अकाउन्ट्स बंद होने से सैक्यूरिटी समाप्त हो गई। इस प्रकार जो कर्ज की राशि है उसको ग्रामीणों से वसूल करने का कोई जरिया नहीं रह गया। श्रमिक ने दिनांक 1-1-85 को लोन अकाउन्ट्स के द्वारा से तथा बैंक को मुक्तान पढ़वाने के द्वारा से यह लोन अकाउन्ट बंद किये। इसके बंद होने से आई.आर.डी.पी. स्कीम प्रभावहीन हो गई।

6. श्रमिक का यह कहना कि उसे आई.आर.डी.पी. स्कीम के संबंध में साहित्य नहीं दिया गया था इस कारण उसे इस स्कीम को चलाने की प्रक्रिया की जानकारी नहीं थी। श्रमिक बैंक कर्मचारी है और उसे बैंक की प्रक्रिया

का ज्ञान है। बैंक जब भी कोई कर्ज देता है तो उसकी गैरेंटी के रूप में प्रावधान करता है। बैंक कभी भी गैरेंटी के प्रावधान बिना कर्ज की वसूली को नष्ट नहीं करता। श्रमिक ने यह गैरेंटी के प्रावधान ही नष्ट किये हैं। इस प्रकार श्रमिक ने बैंक की सर्वमाल्य प्रक्रिया के विपरीत कार्य किया है। इसका प्रभाव यह हुआ कि 167 नोन अकाउंट जो आईआरडीपी स्कीम के अंतर्गत दिये गये थे, बिना गैरेंटी के हो गये। स्पष्ट है कि श्रमिक जानता था कि लोग अकाउंट बंद होने में बैंक को नुकसान होगा और कर्ज लेने वाले को लाभ होगा। यह जानते हुए भी श्रमिक ने 167 नोन अकाउंट बंद किये। श्रमिक ने कदाचरण किया है और इसका नुकसान प्रबंधन को हुआ है।

7. श्रमिक के विरुद्ध और भी अनियमितताएं सिद्ध हुई हैं। ऐसा लगता है कि श्रमिक मनमाने तरीके से कार्य करता था और उसकी इस कार्य पद्धति से बैंक को नुकसान हुआ। इस संबंध में श्रमिक का स्पष्टीकरण संतोषजनक नहीं है। श्रमिक को बैंक के कार्य का अंश का अनुभव था और यह संभवता था कि बैंक में किस प्रकार कार्य होता है। इसके बाद भी उसने गतमाने तरीके से नोन अकाउंट और सर्वसीडी में हस्तग्राह किये और गंभीर कदाचरण किया।

8. श्रमिक के गंभीर कदाचरण के कारण बैंक की साख घटी। आईआरडीपी कार्यक्रम उस शाखा में फेल हो गया। बैंक के कार्य को ग्रामीण उपहास की दृष्टि से देखने लगे। इस कदाचरण के अनुरूप ही श्रमिक को दिया गया सेवा समाप्ति का आदेश है। यह तर्क दिया गया कि श्रमिक का पुराना रिकार्ड नहीं देखा गया और उसे सेवा समाप्ति का आदेश दिया गया। मैं इस तर्क से सहमत नहीं हूँ। श्रमिक के कदाचरण के अनुरूप उसे दण्ड दिया गया है। मेरे मन में यह दण्ड विधिवत है।

9. उपर लिखी विवेचना का निष्कर्ष यह है कि श्रमिक के विरुद्ध कदाचरण सिद्ध हुये हैं। इन कदाचरणों के अनुरूप श्रमिक को दण्ड दिया गया है। अर्थात् दिया जाता है कि श्रमिक को दिया गया दण्ड निधिवत है। इसकी पुष्टि की जाती है। दोनों पक्ष इस प्रकरण का अपना-अपना व्यय वहन करें।

10. नियमानुसार अवार्ड की प्रतियां भारत सरकार, श्रम मंत्रालय को प्रेषित की जाती हैं।

डी. एन. दीक्षित, पीठासीन अधिकारी

नई दिल्ली, 7 दिसम्बर, 1998

का.प्र. 28.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-12-98 को प्राप्त हुआ था।

[सं. एल-12012/428/96-आई.आर. (बी-11)]

सी. गंगधरन, बैंक अधिकारी

New Delhi, the 7th December, 1998

S.O. 28.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 3-12-1998.

[No. L-12012/428/96-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PNADU NAGAR, KANPUR U.P.

Industrial Dispute No. 25 of 1998

In the matter of dispute between :

Sri Bhagwan Singh c/o V. K. Gupta,
2/363, Namnair, Agra.

AND

The Regional Manager,
Central Bank of India Sanjay Place,
Agra.

APPEARANCE :

V. K. Gupta for the workman and B. G. Agrawal for the Bank.

AWARD

1. Central Government, Ministry of Labour vide its Order No. L-12012/428/96/IR(B-II) dated 24-2-1998, has referred the following dispute for adjudication to this Tribunal :—

"Whether Shri Bhagwan Singh workman has worked as Messenger cum Water Boy with Central Bank of India, Chatta Bazar Mathura from 1-1-1990 to 6-10-1995 and completed 240 days continuous service with the bank ? If so he is entitled to what relief ?"

2. The case of the concerned workman Bhagwan Singh is that he was engaged as a peon on a permanent post on 1-1-1990 at Mathura Branch of the opposite party Central Bank of India. He had continuously worked from the date of appointment till 6-10-1995 thereby completing 240 days in a year. He was removed from service in breach of provisions of section 25FG and H of I.D. Act.

2. In the written statement the opposite party bank has alleged that drinking water at Mathura is hard, hence soft water was required and the same was purchased from the concerned workman. Since 6-10-1995 the landlord of the building had installed tubewell by which soft water became available, hence no work was taken from the concerned workman. Thus he was not engaged on any post. There were sufficient staff.

3. In the rejoinder nothing new has been alleged.

4. In support of his case the concerned workman Bhagwan Singh, W.W. 1 has been examined whereas the opposite party bank has examined M. L. Sharma M.W.1 an officer of the bank. Further the management has filed vouchers. The concerned workman has also filed vouchers. There are no other papers.

6. At the outset it may be mentioned that there is no evidence worth the name to prove breach of provisions of Section 25G and H of I.D. Act. Hence, these points are decided against the concerned workman for want of proof.

7. The concerned workman Bhagwan Singh has stated that he had continuously worked from 1-1-1990 to 6-10-1995 as

peon. No notice pay and retrenchment compensation as given to him. In his cross examination he has admitted that some times he also used to bring water. Payment was made through vouchers. Ext. M-1 to M-16 are some of those vouchers. No appointment letter was given to him. When he was working there were other peons also. On the other hand M. L. Sharma M.W. 1 was stated that the concerned workman had worked as peon. Instead he used to bring water in respect of which vouchers are M-1 to M-16. There were sufficient peons at this branch. In his cross examination he has denied that the concerned workman was asked to deposit telephone bills etc. One fact is clear from his evidence that he has not denied the fact that the concerned workman had continuously worked hence from the un rebutted evidence of the concerned workman it is established that he had continuously worked from 1-1-1990 to 6-10-1995. I am not inclined to believe that the concerned workman would have been engaged only for supplying water as there is no reliable evidence to show that earlier there was no water pump set in the building in which bank situate and that it was commissioned on 6-10-1995. I am of the opinion that all the vouchers filed by the bank to prove the fact that the concerned workman was paid for water supply have been manipulated by way of unfair labour practice and work of peon was taken from the concerned workman as well.

8. Hence my finding is that the concerned workman was engaged as peon and that when he was removed from service no retrenchment compensation and notice pay was given hence there has been breach of provisions of Section 25F of I.D. Act.

9. In view of above discussion it is held that the action of the management in terminating the services of the concerned workman is bad in law and the concerned workman is entitled for reinstatement with back wages.

B. K. SRIVASAVA, Presiding Officer

Dated : 19-11-1998.

नई दिल्ली, 7 दिसम्बर, 1998

का.प्र. 29.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कर्नाटक बैंक लिमिटेड बंगलूर के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक केन्द्र सरकार अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 2-12-98 को प्राप्त हुआ था।

[सं. एल-12012/204/94-आई.प्रार. (बी-1)]

सौ. गंगाधरन, डेस्क अधिकारी

New Delhi, the 7th December, 1998

S.O. 29.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Karnataka Bank Ltd., Mangalore and their workman, which was received by the Central Government on the 2-12-1998.

[No. L-12012/204/94-IR(B-I)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, 23rd November, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.
C. R. No. 101/97

I Party

Shri R. B. Krishna,
No. 142, II Main
Chamaraj Pet,
BANGALORE-18.

II PARTY

The Asstt. General Manager,
Karnataka Bank Ltd.,
P.B. No. 716, Kodialbail,
MANGALORE-573 003.

AWARD

The Central Government vide Order No. L-12012/204/94-IR(B-I) dated 29-1-96 has referred this dispute under Section 10(1)(d) of the Industrial Dispute Act, 1947 after forming an opinion that the dispute exists between the parties for adjudication on the following schedule.

SCHEDULE

"Whether the action of the management of Karnataka Bank Ltd. in dismissing the services of the workman Shri R. B. Krishna sub-staff, w.e.f. 4-1-94 for certain alleged illegal charges is justified? If, not what relief the workman is entitled to?"

On receipt of the reference the same was registered and the notices were sent directing the parties to be present on 18-1-97. The first party never appeared before this tribunal though the case was adjourned from time to time. Due to dislocation of the work in this tribunal for some time a fresh notice by RPAD was issued to both the parties. The second party appeared through his advocate Shri K. Raghavendra Rao. The notice issued to the first party was returned unserved with a postal shara that no such person is residing in address.

The first party was received a copy of the reference dated 29-1-96 has not cared to know the progress of this case by appearing before this Tribunal and filing claim statement as stated in the reference.

Since this tribunal can not serve the notice other than address given in the cause title no progress can be made in this case.

In the result this reference is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली 7 दिसम्बर, 1998

का.प्रा. 30.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कर्नाटक बैंक लिमिटेड, मंगलूर के प्रबंधन के संबंध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट की प्रकाशित करती है जो केन्द्रीय सरकार को 2-12-1998 को प्राप्त हुआ था।

[न. एन-12012/204/90-आई.प्रार. बी-III/बी-1]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 7th December, 1998

S.O. 30.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Karnataka Bank Ltd., Mangalore and their workman, which was received by the Central Government on 2-12-1998.

[No. L-12012/204/90-IR B.III/B.I.]

C. GANGADHARAN, Desk Officer

ANNEXURE I

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, BANGALORE
Dated, 24th November, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. No. 60/1990

I PARTY

Shri A. L. Mohan Rao,
S/o A. P. Lasminarayanaiah,
Kudregundi,
Chickmangalur-577127.

II PARTY

The Chairman,
Karnataka Bank Ltd.,
P.B. No. 716, Kodialbail,
Mangalore-575003.

AWARD

1. The Central Government by its Order No. L-12012/47/90-IR.B.III dated 24-10-90 has referred this dispute exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947, hereinafter referred to as Act, for adjudication of the dispute on the following schedule :

SCHEDULE

"Whether the management of Karnataka Bank Ltd. is justified in dismissing Shri A. L. Mohana Rao from service with effect from 31-1-90? If not, to what relief he is entitled to?"

2. The first party was working as a sub-staff in the second party Bank at the relevant time. has chargesheeted for a gross misconduct under para 19.5(i) of the bipartite settlement, 1966 on the ground that "While he was working in Kudregundi branch he was colluded with one Shri B. Krishnappa the then Manager and Shri Raghava, Manager of BDO's office to extend a fictitious loan CGC DPN IRDP 47/45 dated 14-3-85 for Rs. 5000 in the name of one Shri Ramakrishna, but the real beneficiary being the aforesaid Shri B. Raghava". The first party filed explanation as per exhibit M-2 dated 17-8-1987. The second party having dissatisfied with the explanation, has decided to conduct a domestic enquiry by appointing a retired District and Sessions Judge as an enquiry officer. The first party represented by defence representative and participated in the enquiry. The

enquiry which was began on 25-8-87 was completed during the December, 1989 and the enquiry report was made on 30-12-1989 as per exhibit M-4. In the domestic enquiry the second party has examined four witnesses and documents from exhibit M-1 to exhibit M-30 were marked. The first party was examined himself as DW-1 and documents exhibit D1 to D9 were marked as defence exhibits.

3. The enquiry officer on appreciation of both oral and documentary evidence found that the first party has committed the offence alleged against him. On the basis of this report the Disciplinary Authority, after hearing the first party, imposed a punishment of dismissal. This order of the Disciplinary Authority was upheld by the Appellate Authority and confirmed the order of dismissal.

4. The first party in the claim statement, in addition to disputing the validity of domestic enquiry has taken up the plea that the enquiry was neither fair nor proper as the enquiry officer was biased and therefore the finding is perverse. It is also his plea that the order of disciplinary authority and the appellate authority are not speaking orders. It is further contended that the penalty of dismissal is highly excessive, harsh, shockingly disproportionate to the gravity of the misconduct and therefore this is a fit case to invoke Sec. 11A of the Act and he is entitled to the relief of reinstatement, back wages, continuity of service and consequential benefits.

5. The second party in their counter statement have mainly contended that the first party was committed a grave misconduct in tampering with the bank papers and securing a loan for a fictitious person in collusion with others, both inside and outside the bank and therefore he deserves an order of dismissal which punishment is commensurate with the gravity of the offence, and the bank having lost faith and confidence, there shall not be any interference to the order of dismissal.

6. Since the first party raised several contentions against the manner in which the domestic enquiry was conducted a preliminary point was framed to give a finding on the validity of domestic enquiry. It appears that the learned advocate for the first party has insisted this tribunal to give a finding both on the validity of domestic enquiry and perversity in the report. This tribunal has decided this question before passing an order on validity of domestic enquiry by its order dated 1-12-93. The order sheet shows the sorry state of affairs in the progress of this case. On the insist made by this tribunal the parties have ultimately addressed their arguments on the validity of domestic enquiry. By an order dated 26-10-98 this tribunal held this point in the affirmative. Therefore the question that requires to be decided at this stage of the case is :

1. Perversity in the findings of the domestic enquiry.
2. Bias of the Authorities.
3. Discrimination and unfair labour practice, and
4. Whether dismissal from service is excessive and shockingly disproportionate.

7. As it is said earlier, the contention of the first party as it relates to the perversity in the findings was not considered earlier.

8. The learned advocate for the first party is failed to substantiate his arguments on the allegation of perversity and bias. Perversity means passing an order not based on legal evidence and substituting an opinion which is not covered either in oral or documentary evidence.

9. On going through the report of the enquiry officer he has taken all material facts into consideration and examined the evidence carefully and scrupulously and then came to the conclusion that the first party has committed the offence alleged against him. The enquiry officer also noted non-examination of one Smt. Lalithamma wife of beneficiary Raghava and also non-examination of the then Bank Manager, Krishnappa. The enquiry officer also taken into consideration the admission made by first party in writing of important documents for getting the loan in his own hand though he has not authorised to do such things as he was only a sub-staff. In fact the evidence of the fictitious person Ramakrishna was substituted by one Siddu whose photo was found on the loan application. This witness totally denied of asking

for any loan and said that his photo was stealthily taken by either Raghava or Lalithamma in collusion with the first party to create this loan. Therefore it can not be said that the report is perverse and the enquiry officer was biased.

10. When this is the real state of the affairs there is no material to conclude that the second party have committed unfair labour practice to victimise the workman. Therefore the only question that requires a serious approach is interference of this tribunal by exercising the powers vested under Section 11A.

11. Shri M. R. Ravindra, the learned advocate for the first party submits that the facts and circumstances of this case it does not warrant extreme punishment of dismissal and therefore discretion vested to this tribunal under Section 11A of the Act shall be pressed into services to award lesser punishment or to exonerate the workman completely from the charges.

12. Section 11A, no doubt confers a discretionary jurisdiction to examine the order of discharge or dismissal by relying only on the materials present on record to set aside the order of discharge or dismissal for purpose of reinstatement or such other reliefs including lesser punishment.

13. The application of this section is depended upon the gravity of the misconduct, the circumstances under which the misconduct is committed, the mens-rea of delinquent while committing the offence and the telling effect on the institution if lesser punishment is substituted for the order of dismissal.

14. The first party workman was a sub-staff, has indulged in defrauding the bank by making fictitious claim with impersonation. The loan is meant to up lift economically weaker sections to start an avocation for their livelihood. The evidence demonstrate that the first party is in the habit of committing this type of offences and many of his family members also involved in this criminal adventure. He has exceeded his limit by making applications written by his hand and he never confessed the serious misconduct committed by him and there is absolutely no remorse for this criminal offence. He has not even said that he has objected to the directions of the manager of that bank which discloses that the birds of the same feather flocked together for defrauding the bank and depriving the legitimate applicants.

15. The learned advocate for the first party made reference to some of the case laws on the points :

- (a) In *Scooter Indig Ltd vs. Labour Court, Lucknow* AIR 1989 SC 149, the Supreme Court upheld the order of the Labour Court and High Court to the order of the reinstatement and back wages to the workman against whom 3 independent enquiries held for major misconduct. The reformatory theory applied by the Labour Court was upheld both by the High Court and the Supreme Court. The misconduct alleged against the workman was rough, bordering on rudeness and with highly exaggerated sense of his duties. In these circumstances reformatory approach was upheld.
- (b) In *Rajender Kumar Kindra vs. Delhi Administration* (1984) and Supreme Court cases 635, the Hon'ble Supreme Court insisted the examination of the Report by Enquiry Officer to find perverse findings. If it is held in the affirmative the tribunal under Section 11A and Supreme Court under article 136 would set aside the order of dismissal and order for reinstatement and back wages. The nature of misconduct in this case was a charge of negligently leaving personal bank cheque book in such a manner as to enable another employee to misuse the cheque form for withdrawing the money from employees account, held not a misconduct.
- (c) In *Gujarat Steel Tubes Ltd. vs. G. S. T. Mazdoor Sabha* 1980 (2) SC 593 the principles laid down was that a simple discharge after payment of full benefits was punitive or not.
- (d) In *Bombay Milkies vs. State of U.P. and Others* (1982) Section 346 the principles laid down was punishment must be proportionate to the misconduct when Section 11A was considered.

(c) In I.L.R 1995 Kar 1922, *Jyothi Home Industries vs. Presiding Officer*, the learned single Judge defined the term misconduct to set aside the order of the Tribunal which ordered reinstatement and back wages.

16. This tribunal while exercising the powers of judicial review cannot normally substitute its own conclusion on penalty and the interference can be made if the punishment shocks the conscience of the tribunal. The misconduct is so grave that the workman has forfeited his right for reinstatement and no institution repose confidence if the gravity of the offence is reviewed and substituted by lesser punishment. It is true that the first party has lost gainful employment bringing misery for himself and his family members but unfortunately he has to blame himself for this grave offence.

17. Therefore the application of Section 11A to a case of this nature will demonstrate a misplaced sympathy. Therefore no interference can be made to the order of dismissal made by the banking authorities.

AWARD

18. In the result for the reasons stated above this reference is rejected.

19. (Dictated to the stenographer, transcribed by her, corrected and signed by me on this 24th November, 1998 Tuesday).

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 1998

का.आ. 31—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कर्नाटक बैंक लिमिटेड मैंगलूर के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में विनिर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम, कम-लेबर-कोर्ट बंगलूर के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 2-12-98 को प्राप्त हुआ था।

[सं. एल-12012/189/90-आर्.आर. बी-III/बी-1]
सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 7th December, 1998

S.O. 31.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Karnataka Bank Ltd., Mangalore and their workman, which was received by the Central Government on 2-12-1998.

[No. L-12012/189/90-IR B-III/B-I]
C. GANGADHARAN, Desk Officer
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, 24th November, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. No. 50/90

I PARTY

Shri P. Umesh,
Door No. 3-6-599,
Mundan, Bejal,
Mangalore-575004.

II PARTY

The Chairman,
Karnataka Bank Ltd.,
Post Bag No 716,
Kodialbail
Mangalore-575003.

AWARD

1. The Central Government by its Order No. L-12012/189/90-IR. B.III dated 10-9-1990 has referred this dispute exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947, hereinafter referred as the Act, for adjudication of the dispute on the following schedule :

SCHEDULE

"Whether the management of Karnataka Bank Ltd. is justified in dismissing Shri P. Umesh, Clerk with effect from 17-1-90. If not, to what relief the workman is entitled?"

2. The first party joined as Sub-staff on 19-6-1965 and was subsequently promoted to clerical grade w.e.f. 18-10-1970.

3. The second party having found that the first party has committed a grave misconduct while he was working at Kudregundi branch and having satisfied that the misconduct requires a departmental enquiry, the second party issued a charge sheet as follows :

"That in collusion with the then manager of Kudregundi Manager, Shri B. Krishnappa, Officer under suspension, you borrowed a sum of Rs. 5000 on 12-7-1984 under CGC DPN 81/94 at Kudregundi Branch by furnishing incorrect name and address, showing it fraudulently as "Umesh, S/o Guruvappa, General Merchant, Koppa" and later settled the loan account on 2-1-1985.

5. On 20-7-1984 you borrowed a sum of Rs. 10,000 in the name of one fictitious name—B. Janardhana, under CGC DPN 89/84 in collusion with the then Manager, aforesaid Shri B. Krishnappa, under the co-obligation of the Branch's Honey Deposit Canvasser, A. Prabhakara, on verification, it is found that was no such person by name Janardhana, S/o B. Subba, General Merchant, Koppa.

6. Since the first party denied the charges by his reply dated 27-7-87 the second party being dissatisfied with the reply have decided to conduct a domestic enquiry by appointing a Retired District and Sessions Judge as an enquiry officer. The second party also approached a hand writing expert P. Ashoka head of department of criminology and obtained the report.

7. The Enquiry Officer started the enquiry on 26-8-87 and concluded on 7-11-89. On behalf of second party four witnesses were examined and the documents Exhibit M-1 to Ex. M-45 were marked. The first party examined himself as DW-1 and examined a handwriting expert as DW-2. Exhibits D-1 to D-3 were marked as defence exhibits.

8. The enquiry officer on appreciating both oral and documentary evidence placed by the parties came to the conclusion that the charges levelled against the first party are proved. This conclusion is culminated in an enquiry report dated 15-12-1989.

9. The Disciplinary Authority after giving an opportunity to the first party and taking into consideration the gravity of the offence has passed an order of dismissal. This order was upheld by the Appellate Authority.

10. The first party in his claim statement questioned the validity of the domestic enquiry on various grounds. He also taken up the plea of non-production of several documents and extracted the order made in the enquiry in his pleadings. He also attributed bias and perversity in the findings of the enquiry officer. He has prayed for reinstatement and other benefits on the ground that the report of the Enquiry Officer and subsequent orders in this regard are legally unsustainable.

11. On the question of the validity of domestic enquiry a preliminary point was framed and the evidence of the presiding officer of the second party and the evidence of the first party was recorded. This tribunal by an order dated 23-7-97 has held that the domestic enquiry was conducted

in accordance with law and principles of natural justice. Since the first party has raised the question of perversity a findings was also given in the very same order from para 15 onwards. Appreciating the evidence records in the domestic enquiry, both oral and documentary, and the conclusion reached by the enquiry officer this tribunal held that the report does not suffer from any perversity.

12. Unfortunately, though this order on domestic enquiry was passed on 23-7-97 the parties were able to continue the proceedings in the year 1998. The order of the validity of the domestic enquiry covers exhaustively the events that took place before the enquiry officer and the voluminous evidence placed to reach a conclusion against the workman.

13. Shri K. S. Bhat, a learned advocate filed vakalatnama for the first party on 12-11-98. The learned advocate also represented the workman in the domestic enquiry.

14. I have taken through the summary of evidence and conclusion reached by the enquiry officer, the first party has lost the benefit of examining the perversity in the findings of enquiry officer at this stage because a finding was already given.

15. Since the learned advocate for the first party made pervert appeal to consider the question of perversity, some of the findings in the order of the enquiry officer is required to be highlighted. Infact in Rajendra Kumar Kindru vs. Delhi Administration reported in (1984) and SCC 635, the Supreme Court insisted to examine the perverse finding, if any, by examining the Report and relevant evidence to satisfy that the order does not suffer from perverse finding.

16. The enquiry officer, a Retired District Sessions Judge formulated 4 important questions as points for determination and gave his findings on each point on the basis of both oral and documentary evidence. On the first two points evidence of MW-1 to MW-4 was strongly relied. MW-4 a handwriting expert gave voluminous evidence to prove the handwriting of workman on the disputed documents. This finding concluded the complicity of involvement of the workman. This evidence was corroborated by the pre-investigation report and other 3 witnesses.

17. The evidence of DW-2 Prabhakar Rao, an alleged handwriting expert was demolished in the cross-examination. Therefore there is absolutely no perversity in the finding of the enquiry officer.

18. The allegation of charge, its seriousness, validity of domestic enquiry, the nature of report and the action on that report by disciplinary authority and appellate authority does not give room to record a finding of victimisation and unfair labour practice.

19. Shri K. S. Bhat, the learned advocate for the first party submits that on the facts and circumstances it does not warrant extreme punishment of dismissal and therefore this tribunal shall exercise the discretion powers vested under Section 11A of the Act to award lesser punishment or to exonerate the workman completely from the charges.

20. Section 11A, no doubt confers a discretionary jurisdiction to examine the order of discharge or dismissal by relying only on the materials present on record to set aside the order of discharge or dismissal for purpose of reinstatement or such other relief including lesser punishment.

21. The application of this section is depended upon the gravity of the misconduct, the circumstances under which the misconduct is committed, the mens-rea of delinquent while committing the offence and the telling effect on the institution if lesser punishment is substituted for the order of dismissal.

22. The first party workman, was a clerk, has indulged in defrauding the bank by making fictitious claim with impersonation. The loan is meant to up lift the economically weaker sections to start an avocation for their livelihood. The evidence demonstrate that the first party has indulged in the criminal adventure knowing the consequence he has to face for the said offence. He appears to have been did this thing with over confidence that this criminal act will not come to light if the repayment is made.

23. Some of the case laws relied by the first party is dis-caused in C.R. No. 69/90 where sub-staff of the same bank is involved in the same offence to that of the offence committed by this workman. All the decisions relied in this case and also in C.R. No. 60/90 will not come to the rescue of this workman.

24. This tribunal while exercising the powers of judicial review cannot normally substitute its own conclusion on penalty. The interference can be made if the punishment shocks the conscience of the tribunal. The misconduct committee by this workman is so grave and unbecoming of a bank employee. Therefore he has forfeited his right for reinstatement and any lesser punishment. It is true that the first party has lost gainful employment bringing misery for himself and his family members but unfortunately he has to blame himself for this grave offence.

25. Therefore the application of Section 11A to the case of this nature will demonstrate a misplaced sympathy. Therefore no interference can be made to the order of dismissal made by the banking authorities.

AWARD

26. In the result for the reasons stated above this reference is rejected.

27. (Dictated to the stenographer, transcribed by her, corrected and signed by me on this 24th November, 1998 Tuesday).

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 1998

का.मा. 32.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कर्नाटक बैंक लिमिटेड बंगलूर के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-12-98 को प्राप्त हुआ था

[सं. एल-12012/112/96-आई.आर. (बी-1)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 7th December, 1998

S.O. 32.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Karnataka Bank Ltd., Bangalore and their workman, which was received by the Central Government on 2-12-1998.

[No. L-12012/112/96-IR(B-I)]
C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, 23rd November, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. No. 252/97

I PARTY

Shri P. Shivaram,
C/o Tungabhadra Grameena Bank,
Employees Union, 144,
Kappagal Road, Bellary-3.

II PARTY

The Chairman,
Tungabhadra Grameena
Bank, Head Office,
Sangankal Road,
Gandhinagar, Bellary.

AWARD

The Central Government vide Order No. L-12012, IR (B.I) dated 14-7-1997 has referred this dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947 after forming an opinion that the dispute exists between the parties for adjudication on following schedule :

SCHEDULE

"Whether the action of the management of Tungabhadra Grameena Bank, Bellary in terminating the services of Shri P. Shivaram is legal and justified? If so, to what relief the workman is entitled?"

The reference was registered and notices were issued directing the parties to be present on 30-12-97. Though the notices were served both parties remained absent. Later a notice under RPAD was issued which was duly served as per the acknowledgement. The second party represented through an advocate. The first party though received the notice, remained absent.

The first party who has received a copy of the reference dated 14-7-97 has failed to comply the directions given in the reference to file the claim statement within 15 days of the receipt of the order in accordance with rule 10(B) of Industrial Disputes (Central) Rules, 1957. Since the claim statement is not filed no progress can be made in the case.

Consequently this reference is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 1998

का.मा. 33 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ त्रैवणकोर के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोल्लम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-12-1998 को प्राप्त हुआ था।

[सं. एल. 12012/103/95-आई.आर. (बी.-1)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 7th December, 1998

S.O. 33.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Kollam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Travancore and their workman, which was received by the Central Government on the 2-12-1998.

[No. L-12012/103/95-IR(B.I.)]

C. GANGADHARAN, Desk Officer

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL, KOLLAM

Dated, this the 2nd day of November, 1998

PRESENT :

Sri C. N. Sasidharan, Industrial Tribunal
IN

INDUSTRIAL DISPUTE NO. 12/96
BETWEEN

The Managing Director, State Bank of Travancore, Poojappura, Trivandrum.

(By Sri N. Krishnan Kutty, Advocate, Trivandrum)

And

Sri. M. Saseendran, Sivagiri Mtt, Varkala, Trivandrum Dist.

(By Sri. M. S. Vijaya Chandra Babu, Advocate, Trivandrum)

AWARD

This industrial dispute has been referred for adjudication by the Government of India as per Order No. L-12012/103/9 IR(B-I) dated 7-6-1995. The original reference was to the Industrial Tribunal Idukki and it was registered there as I.D. 7/95. Subsequently by order dated 7-8-1995 the Government has transferred the dispute to this Tribunal and re-numbered as 12/96.

The issue for adjudication is the following :

"Whether the action of the management of State Bank of Travancore, Trivandrum in terminating the services of Sri. M. Saseendran, Peon who was working at Karima Karimanoor branch, District Idukki w.e.f. 24-4-1992 is justified. If not, to what relief the concerned workman is entitled?"

II. The dismissal of the workman was after a domestic enquiry. According to the workman there was no proper and valid domestic enquiry. Therefore the validity of the enquiry was tried as a preliminary issue and this Tribunal by order dated 20-10-1998 found that the enquiry is proper and valid. The necessary facts involved in this dispute are stated in that order which I am extracting below for convenience :—

ORDER

This Industrial dispute relates to the termination of the services of Sri. M. Saseendran, the workman in this reference, by State Bank of Travancore, the management w.e.f. 24-4-1992.

2. The management before initiating disciplinary action against the workman has issued a chargesheet levelling the following six charges :

- (1) At about 2.15 PM on 10-8-1987, you were accompanying Sri. C. G. Gopalakrishnan, Clerk/Cashier attached to Karimannoor branch and carrying a small steel trunk containing a sum of Rs. One Lakh (hereinafter referred to as the 'Cash Box') withdrawn from Thodupuzha branch for replenishment at Karimannoor branch and

during that time you had caused to disappear and loss the Cash Box at your hands.

- (2) Although you had furnished a narration that the Cash Box was snatched away by unknown miscreant(s) at the Thodupuzha Municipal Bus Stand, the following attendant circumstances and your behaviour negate your version of loss of the Cash Box and imply that the loss was not without your knowledge.

- (i) You had obviously made no hue and cry at the time of the reported snatching away of the Cash Box at the Thodupuzha Municipal Bus Stand.

- (ii) You could furnish absolutely no details or descriptions of the person(s) stated to have snatched away the Cash Box.

- (iii) On 10-8-1987, just before arriving at the Thodupuzha Municipal Bus Stand on your return journey, you had handed over lottery ticket to Sri C. G. Gopalakrishnan, Clerk/Cashier and persuaded him to verify with the lottery agent near the stand whom you had not accompanied thereto. When he returned within about 10 minutes, you told him, 'money has gone', in a very casual way.

- (iv) You had no report of the said snatching away of the Cash Box to half a dozen police constables/officials on duty in an around the Municipal Bus Stand. Although Sri C. G. Gopalakrishnan wanted to report the matter immediately to the police, you prevailed upon him not to do so.

- (v) You had refused to give written statement of facts about the case to the investigating officer, Sri. K. Lekshmanan Pillai and Administrative Officer of the controlling and Administrative Officer of the controlling office, when he instructed you to do so, on 17-1-1989."

- (3) The explanation submitted by the workman to the above charge sheet was not found satisfactory to the management and hence the management ordered a domestic enquiry in which the workman participated. The enquiry officer found the workman guilty of the charges. Accepting the findings of the enquiry officer the management inflicted the punishment of termination of service.

4. The workman has filed a detailed claim statement and the contentions are briefly as below :

The workman was working as a Peon in Karimannoor (Thodupuzha) branch of the management. While working so the management as per charge sheet dated 30-6-1994 levelled six charges against him. The explanation submitted by the workman was not acceptable to the management

and hence management ordered a domestic enquiry. The enquiry officer found the workman guilty of all the charges and based on that the management terminated the services of the workman. The charges were levelled on the basis of the loss of Rs. One lakh. According to the workman, the incident occurred at Thodupuzha Bus stand while he along with one clerk of the bank Sri Gopalakrishnan was returning from the Thodupuzha branch of the bank with one lakh rupees in a box and the box was snatched by somebody from the workman. The case of the workman is that the enquiry was conducted disregarding the procedure for conduct of enquiry and principles of natural justice. The findings of the enquiry officer are perverse and not supported by any evidence. The police has written off the case. The workman is innocent. The management has examined only six witnesses though eleven witnesses were cited. One Circle Inspector of Police was examined on the side of management in the enquiry and it is not known how a Government Official participated in the enquiry. He was not expected to appear before domestic forum in view of the fact that he was the investigating officer and a member of the disciplined force. He has participated in the enquiry without sanction of competent authority. The conclusion of the enquiry officer is based on surmises and presumption and not based on evidence. The amount lost was realised from the Insurance Company and as such no loss has been sustained to the bank. The termination based on perverse findings of the enquiry officer is illegal and the workman is entitled to be reinstated in service. He is remaining unemployed since the date of termination. The punishment imposed highly grave and disproportionate to the gravity of the allegations levelled against the workman.

5. The contentions of management in the counter statement are briefly as below : The reference is not maintainable in law and facts. The workman was terminated after a full fledged domestic enquiry into grave items of charges. The termination is fully regular, legal and in full conformity with law. The enquiry officer conducted a detailed enquiry in which the delinquent was represented by the Asst. Secretary of the union. The enquiry officer after taking evidence in detail and after hearing both sides submitted his report finding the workman guilty of all the charges. Before inflicting the punishment the delinquent was personally heard. After considering the explanation of the workman to the proposed punishment and after hearing him the disciplinary authority ordered termination of services. The appeal filed by the workman was also dismissed. The main charge is the loss of Rs. One lakh of the bank which is very grave and warrant maximum punishment. No prejudice has been caused to the delinquent by splitting up of the

charges. The gross negligence exhibited by the employee would disclose that he is unfit to continue in the service and that no confidence can be reposed on him. So the punishment of termination is fully justified. The enquiry is proper, legal and all principles of natural justice were complied with. The findings of the enquiry officer are not perverse and it is fully supported by legal evidence. The recovery or otherwise of the loss is immaterial in the disciplinary proceedings against the delinquent. The loss of reputation etc. are so grave and cannot be compensated. The delinquent rightly deserves the punishment of termination as such a workman cannot be allowed to continue in the service of a scheduled bank. The workman is not entitled to reinstatement or any other relief.

6. In the replication filed by the workman he has stated that the punishment has been imposed without serving a copy of the enquiry report or calling for any explanation from him on the recommendations of the enquiry officer. It is also stated that the workman has been denied the opportunity to give his representation against the enquiry findings.

7. The punishment in question was imposed on the basis of a domestic enquiry. The workman challenged the validity of the enquiry. Hence that point was considered as a preliminary issue by this Tribunal. The enquiry officer was examined as MW1. The charge sheet, memo issued to the workman, the order appointing the enquiry officer, enquiry proceedings and connected documents and the findings of the enquiry officer have been marked as Exts. M1 to M5 respectively on the side of management. No evidence has been let in on the side of workman.

8. The first point of attack against the enquiry is that the management has framed six charges against the workman out of the same incident in order to aggravate the charge and that caused prejudice to him. No doubt six charges have been framed against him based on the same set of facts. But each charge is related to a particular part of the incident. The various aspects of the incident have been highlighted in the form of six charges so that the workman could understand them and to give his explanation and to adduce evidence. From the explanation submitted by the workman it is evident that he has fully understood the charges and thereby he got opportunity to answer all the points under the charge and no prejudice has been caused to him. It is not at all explained by the learned counsel for the workman how the workman has been prejudiced by framing six charges against him. Further the workman has not raised any objection during the enquiry to the effect that because of the framing of six charges he had any difficulty in defending his case or that any prejudice has been caused to him. It is also true that for the six charges different punishments have been imposed on each charge. But the net result of the final order is discharge of the workman from service. Since it is not established that any prejudice has been caused to the delinquent because of the framing of six charges, this contention can only to be rejected as it will not vitiate the enquiry.

9. I shall now consider the law laid down by various courts on this point. The Supreme Court has considered the question regarding validity of domestic enquiry on the ground of prejudice and held in several cases that even if there is any irregularity in the conduct of enquiry, such irregularity will not vitiate the enquiry unless prejudice has been caused. The apex court in *Managing Director, ECIL, Hyderabad V. B. Karuakkar* (1994) 1 LLJ 162 considered the question of non furnishing of the copy of enquiry report to the delinquent and held in para. 31 that if after hearing the parties, the Court/Tribunal comes to the conclusion that the non supply of the report would have made no difference to the ultimate findings and punishment given, the Court/Tribunal should not interfere with the punishment. In *State Bank of Patiala & Others Vs. S. K. Sharma* (1996 II LLJ 296) the Supreme Court has considered the question regarding setting aside an order of punishment imposed on the basis of an enquiry on the ground of non supply of copies of documents and statements recorded during preliminary enquiry. The complaint of the delinquent was that the management bank failed to literally comply with Sub-clause (iii) of clause (b) of Regulation 68 of the State Bank of Patiala (Officers) Service Regulations, 1979 vitiates the enquiry. The court in para. 34(4)(a) has held that in the case of procedural provision which is not of a mandatory character the complaint of violation has to be examined from the stand point of substantial compliance. It was further held that be that as it may, the order passed in violation of such a provision can be set aside only where such violation has occasioned prejudice to the delinquent employee. In *Union Bank of India V. Viswa Mohan* (1998 I LLJ 1217) the Supreme Court has considered the question of non supply of enquiry report to the delinquent. According to the court the delinquent in that case was unable to demonstrate before it how prejudice was caused to him due to non supply of the Enquiry Authority's report findings in that case and accordingly the apex court held that the High Court had committed an error while setting aside the order of dismissal of the delinquent on the ground of prejudice on account of non-furnishing of the enquiry report to him. In *K. L. Tripathi V. State Bank of India* [1984 (I) LLN 19] the Supreme Court considered the applicability of the principles of natural justice also. It was held in para. 41 that it has to be established that prejudice has been caused to the delinquent by the procedure followed. The High Court of Kerala in *S. A. Sivarajan V. Labour Court* (73 F.J.R. 235) has considered the case of a workman who was dismissed from service after domestic enquiry. The workman challenged the award on the main ground of violation of principles of natural justice alleging that the enquiry officer acted as prosecutor and Judge. The court at page 237 held that if the delinquent had no grievance about the manner in which the enquiry was held or about the person who conducted the enquiry, there was no prejudice. Further held that if there was no prejudice in fact, there was no prejudice in law. It was also observed that a vague plea of prejudice cannot be countenanced that the requirements of natural justice cannot be put in a strait-jacket and that prejudice must be real, not presumed, unless there is a statutory mandate that is violated.

In the case before me the workman has not raised any grievance in the enquiry regarding the framing of six charges, the procedure followed by the enquiry officer or the person who had conducted the enquiry as enquiry officer. It is also not established that any prejudice has been caused to the workman because of the framing of six charges for the same incident. In these circumstances the ratio of the above decisions is fully applicable here and the contention of the learned counsel for the workman on this point is only to fail.

10. The second point of attack is that the enquiry was conducted disregarding natural justice and procedure for conduct of disciplinary enquiry. There is no specific allegation in the claim statement in what manner the enquiry procedure has been violated. The workman has not raised any objection regarding the procedure followed in the enquiry or the person who conducted the enquiry. Therefore as held by the High Court of Kerala in the decision reported in 73 FJR-235 (supra) the workman cannot raised such a contention subsequently. The allegation is very vague also. On going through the enquiry proceedings it is evident that the workman has been given every opportunity and he has participated in the enquiry throughout, the witnesses were examined in his presence and cross examined by him he has been given copies of documents. It is thus clear that the enquiry has been conducted fully in compliance with the principles of natural justice and there is no violation of any accepted procedure in the conduct of the enquiry. This ground is therefore unsustainable.

11. The third point of attack is that the finding of the enquiry officer is perverse and not supported by evidence. The charge against the workman is briefly causing the loss of 1 lakh rupees of the bank while he along with Sri. Gopalakrishnan, clerk of the same branch, while returning from Thodupuzha branch to Karimanoor branch with 1 lakh rupees the box containing money was snatched away by someone. According to the enquiry officer there are two versions given by the workman regarding the incident. As per the statement given by the workman to the Karimanoor branch manager as well as reply given by the workman to the charge memo the workman and Sri. Gopalakrishnan were trying to cross the Thodupuzha bus stand building to catch a bus to Karimanoor, suddenly someone snatched away the box from behind. As per the statement made by the workman and Sri Gopalakrishnan to the police the workman sent away Sri. Gopalakrishnan to a lottery vender and while the workman went for a glass of milk at the milk booth inside the bus stand suddenly someone snatched away the box from him. The enquiry officer considered the probability and possibility of the loss of cash as per the two versions of the incident stated above and found that the loss of cash was with the knowledge of the workman or his involvement and the alleged snatching away is false. The enquiry officer considered all the aspects of the manager and the conclusions are supported by evidence of witnesses particularly the police officer who has investigated the case. The enquiry officer considered the non use of icon or car for the conveyance of the workman and Sri. Gopalakrishnan while carrying cash which was the system followed by the branch as per evidence. It was also found that the workman and Sri. Gopalakrishnan were specifically advised to sue a jeep for

their conveyance. The enquiry officer has particularly found on evidence that there was no necessity of crossing the bus stand building to catch a bus to Karimannoor as stated by the workman in his explanation. Ext. M5 enquiry findings at pages 9 to 20 the enquiry officer has stated various circumstances to negative the version of the incident given by the workman. The circumstances stated by the enquiry officer are very relevant and convincing to prove that the loss of money of the branch is absolutely attributable to the workman only. The statement that the box containing money was snatched away was found to be false by the enquiry officer. On going through Ext. M5 enquiry findings it is abundantly clear that the enquiry officer has analysed the evidence in detail and considered all the circumstances by splitting the charge into several points and came to the conclusion. The conclusions and inferences arrived at by the enquiry officer are based on the evidence available and what a reasonable person would arrive at. The enquiry officer has given detailed reasons for his conclusions and the conclusions are not arbitrarily as alleged. The findings are fully supported by evidence and it cannot be said that the findings is perverse as alleged by the learned counsel for the workman.

12. According to the learned counsel for the workman the enquiry officer has relied on the unsigned statements of the workman and Sri. Gopalakrishnan recorded by the police which is quite illegal. Further contention is that such statement is baseless and without the support of evidence. Sri Gopalakrishnan was examined in the enquiry and then no such allegation was put to him. It is also noticeable that the workman has not given any statement in the enquiry or deposed in the enquiry to the effect that the statement given to police which is attributed to the police is not his. The circle Inspector has proved that statements. Hence the enquiry officer is justified in relying those statements. It is also contended that under Sec. 162 of Criminal Procedure Code statement given to police which are produced in the enquiry cannot be relied on and is not sustainable in law. The Circle Inspector of Police who has investigated the case has proved the statements and the workman has not gone to box to deny the same. Under Sec. 162 signature of person giving statement to the police shall not be obtained. It is true that the statement to police is not admissible in a criminal case. But it is admissible in domestic enquiries as held by the Supreme Court in *State Bank of Bikaner and Jaipur V. Seenath Gupta and another* (97 1-CLR 8). It is also stated at page 25. Chapter I, note-21 of *Departmental Enquiries* by B. R. Ghaiye, that the provisions of Sec. 162 of the Criminal Procedure Code making the statements of witnesses before police inadmissible are, not applicable to a domestic Tribunal. Therefore the present argument of the learned counsel is devoid of merit.

13. It is further contended that the examination of a police officer in the domestic enquiry is highly illegal and the enquiry officer has no powers to summon any witness. According to the learned counsel the investigating officer is answerable only to top officials of the police department and judicial forum and is not expected to appear before private forum. No provision of law or rule or Government instruc-

tions where by the police officer is prohibited to be examined in a domestic enquiry without the sanction of the Government has been pointed out. The enquiry officer can very well request any person to give evidence in a domestic enquiry. It is for the witness to decide whether to attend or not and also to get permission of the concerned authority if required. The Police Officer without any reluctance or objection have given evidence. The Police Officer who has investigated the case is a competent and necessary witness in the enquiry in view of the explanation given by the workman. It cannot be held that his examination is illegal or against any rule. His evidence clearly show that the allegation of snatching away the money box by somebody is not believable. The Police Officer has stated that the incident was not reported to the police constable who is available in the bus stand and also to the constable at the nearby traffic point. The failure of the workman to report the matter to the police immediately after the alleged snatching away is a very strong circumstance against him. The evidence of the Police Officer fully negatives the story of snatching away of the box by someone without the knowledge or connivance of the workman. The learned counsel for the workman invited the attention of this Tribunal to a decision of the High Court of Kerala in *Padmanabhan V. K.S.H.D. Corporation Ltd.* [1992 (ii) KLT 649] in support of the argument that the enquiry officer has no power to summon the witnesses in the enquiry. In para 23 of the judgment the court has made such an observation in a different context. There the objection raised was that the enquiry officer did not summon certain witnesses and the court held that the enquiry officer has no such power. In the case before me the Police Officer was examined without any objection and his evidence was most necessary. Hence the above decision according to me has no application here. In this state of affairs the contention that the examination of the Police Officer is illegal cannot be accepted.

14. The next point raised by the learned counsel for the workman is that though the presenting officer of the management filed list of witnesses containing 11 witnesses including independent witnesses from the bus stand, only six witnesses were examined and five of them belonging to the employees of the two branches of the management bank. The argument is that no independent witnesses were examined to prove the charge. The management and the workman have the right to give up any witnesses in the enquiry and it is not compulsory that all the witnesses cited are to be examined. It is for the management to decide the witnesses to be examined. The management has examined six witnesses on their side and the workman did not examine anybody as a witness on his side. The evidence of the six witnesses were fully analysed by the enquiry officer and he has considered all the circumstances before entering his findings. Therefore this argument is without force.

15. According to the learned counsel for the workman the theft was occurred at a public place and so it is the duty of the police to investigate and find out the culprit. The further argument is that the police has failed to find out the culprit which shows that the investigating department has failed to find out the culprit. The investigation by the police and by

the management bank are entirely different. The money was lost to the bank and for that purpose the management has conducted the domestic enquiry which is permissible under law. The enquiry officer has rightly found that the workman is guilty of the charge resulting loss of one lakh rupees to the bank.

16. The learned counsel for the workman has pointed out that the workman is only a Class-IV employee and his duty is to accompany cashier with the box containing cash. He has no right to choose the mode of conveyance and this point was not considered by the enquiry officer. The enquiry officer has found on the evidence as stated at page 5 of Ext. M5 findings that the system followed in the branch while carrying cash for late hour replenishment is by using jeep or taxi. It was also found on evidence that there was specific instruction to use special conveyance on such occasions. According to the learned counsel use of conveyance was prohibited as objected by the statutory auditors. There is no such allegation in the explanation of the workman or during the course of the enquiry. The alleged audit report was not asked for in the enquiry. When conveyance is not availed the responsibility of the workman becomes more serious and he should have been more vigilant. The enquiry officer has clearly found that the workman is at fault in not using conveyance for carrying the cash from Thodupuzha branch to Karimannoor branch. The enquiry officer has found that the workman and Sri Gopalakrishnan deviated the practice followed and disregarded the instructions of superiors regarding use of conveyance while carrying cash for replenishment. This finding is fully supported by detailed reason as stated at pages 5 & 6 of Ext. M5. The present argument therefore can be considered as an after-thought and is liable to be rejected.

17. There is an allegation in the statement of the workman that Sri Gopalakrishnan was asked by the workman to verify the lottery ticket is a cooked up story of the police. There is no explanation as to why police should give a cooked up story. It is not proved also. The workman has not even given evidence in the enquiry to prove such alleged cooked up story of the police. The witnesses PW2 and PW11 in the enquiry have stated about the statement given by the workman to the Regional Manager regarding lottery ticket verification by Sri Gopalakrishnan. The statement of the above witnesses could not be impeached in the enquiry. These circumstances also negative the present argument of the learned counsel.

18. The enquiry officer has stated that the workman has not made any hue and cry immediately after the alleged snatching away of the box containing money. According to the workman he has stated to Sri Gopalakrishnan that money was lost. According to the workman the snatching away of the box happened inside the bus stand. The enquiry officer on evidence and also on inspection of the bus stand found that it was very much crowded and a small room. According to the enquiry officer there is only one entrance and one exist in the particular portion of the bus stand for men and a person by snatching the metal box containing 1 lakh rupees cannot immediately escape if the workman had made any

hue and cry immediately after the alleged snatching away. There is absolutely no evidence that the workman had made any hue and cry at the bus stand. According to the enquiry officer the normal behaviour of a person who has been holding a big amount in a box will make hue and cry suddenly when the money is snatched away by somebody and in the present case this does not take place. It is a very serious and relevant factor against the workman. The workman had not mentioned anywhere or proved in the enquiry that he had made a hue and cry when money was snatched away.

19. The enquiry officer has considered the alleged search of the cash box made by the workman and Sri Gopalakrishnan immediately after the loss of cash. Both of them have not given any details of the search conducted or of any person helping them in chasing the culprits as noticed by the enquiry officer in page 9 of his findings. There was also no mention of any commotion following the loss of cash or the people getting excited and searching for the theft. The enquiry officer has further noted that the workman and Sri Gopalakrishnan gave a little description about the alleged search which are contradictory. According to the enquiry officer Sri Gopalakrishnan stated that the police joined in the search whereas the workman states that in their mental condition they were not able to search any police constable at the bus stand. The enquiry officer has particularly considered the circumstances when such a theft occurs in a crowded bus stand and the victim alerts others there is a general excitement and commotion among the crowd and suddenly the by-standards joined the search to trace out the culprit. Further statement is that it is also usual to alert the police. But in the present case the workman and Sri Gopalakrishnan have not given any details regarding the efforts made to find out the culprit. This is a very strong circumstance against the workman regarding the alleged snatching away of the box containing money. At pages 9 & 10 of Ext. M5 finding the enquiry officer has stated in details the reasons and circumstances negating the alleged snatching away of the box on the failure of the workman for the search of the culprit. Further according to the workman he was walking in the front with the box and Sri Gopalakrishnan was walking behind him inside the bus stand when suddenly somebody snatched away the box from behind the workman. If that is true Sri Gopalakrishnan who was walking behind the workman could have very well noticed the person allegedly snatched away the box. Sri Gopalakrishnan has not given any clue regarding the person. This is another circumstance negating the version of the workman regarding the alleged snatching away of the box.

20. The Circle Inspector of Police who has given evidence in the enquiry has deposed that there will be one constable on duty in the bus stand and also another constable at the nearby traffic point. According to this Circle Inspector the workman has not given any complaint regarding the loss of cash box to the constables. The complaint was made to the police by the manager of the Thodupuzha branch of the bank after the workman told about the loss of cash box to the manager. Had the workman reported the matter to the police immediately after the alleged snatching away, search could have been con-

ducted with the help of the public so that the culprit could have been arrested. There is no satisfactory explanation from the workman and Sri Gopalakrishnan about the failure to alert the police constable regarding the incident. The circumstance also supports the findings of the enquiry officer.

21. In the claim statement there is a contention that the enquiry officer has made certain observations about the past conduct of the workman and that the same would mean that the enquiry officer is biased out and out. On going through the enquiry finding it is evident that the observation of the enquiry officer is based on evidence. However such an observation has no bearing on the conclusion of the enquiry officer on the charges levelled against the workman as there is sufficient evidence to prove the charges levelled against the workman. Therefore the contention that the enquiry officer is biased on this ground is only to be rejected.

22. There is yet another contention on behalf of the workman that the amount of Rs. 1 lakh lost on 10-8-1987 was reimbursed by the Insurance Company on the basis of the investigation details of the police. Further argument is that the amount was paid by the Insurance Company as it was proved as a theft which was undetected. According to the learned counsel if the amount is stolen by the employee of the bank, Insurance company will never pay the amount and that the management could not take different stand for taking disciplinary action against the workman and also for claiming the money. It is true that the police closed the matter as an undetected case. But the enquiry officer has clearly found that the loss of money is due to the workman. According to the enquiry officer the workman is not a victim to any alleged theft snatching away but only an accomplice. The enquiry officer has given sufficient reasons for the conclusion. The fact remains that Rs. 1 lakh was lost to the bank which was carrying by the workman and he could not establish that it was snatched away by somebody without his knowledge or convince or involvement. Even if workmen are acquitted of criminal cases disciplinary proceedings are justified on the same matter of commission of offence. Even if no loss is caused to the bank still the guilt stand as observed by the High Court of Bombay in the case between Ramesh Babu Rao Sawal and Bank of Baroda & Others ('88 1 LLN 573). In that case one branch manager of the bank was dismissed after the departmental enquiry on charges of some misconducts. The delinquent had subsequently remitted the loss of cash in the bank and contended that the bank has not suffered any loss and hence dismissal is uncalled for. In para 12 of the judgment the court has rejected this contention holding that the mere fact that the workman subsequently reimbursed the bank with the amount which he had earlier misappropriated is not a ground to suggest that the appellant should not be removed from service. This observation negatives the present contention of the workman.

23. The enquiry officer after analysing the evidence has clearly found with supporting reasons that the version of the incident given by the workman stands negatived and that he is really guilty of commission of misconduct resulting in loss of money to the bank. The circumstances pointed out by the enquiry officer

are very much relevant and convincing to prove that the loss of money of the bank is absolutely attributable to the workman only.

24. In view of what is stated above, I hold that the enquiry has been conducted fully in compliance with the principles of natural justice and the findings are legal, proper and does not suffer from any infirmity.

III. The question now remains for consideration is justifiability of the punishment imposed by the management viz. termination of the service of the workman.

IV. According to the learned counsel for the workman the punishment is shockingly disproportionate and unjustifiable. It is contended that the workman was not served with a copy of the enquiry report along with the show cause notice dated 8-1-1992 and non-supply of enquiry report before proposing punishment is totally illegal. Reliance was placed on the following two decisions of the Supreme Court (10) Union of India V. Mohammed Remzen Khan 1991 (1) LLJ 29, and (2) Managing Director ECIL V. B. Karunakar 1994 (1) LLJ 162. According to the management on request of the workman dated 13-2-1992 after receipt of the show cause notice dated 8-1-1992 he was given copy of the enquiry report and thereafter only he has submitted his explanation to the show cause notice. According to the learned counsel for the management it is sufficient that copy of the enquiry report is given along with the second show cause notice proposing punishment. In support of this argument reliance was placed on a decision of the High Court of Kerala in OP No. 15865/94 in James C. Mathew V. State Bank of Travancore and writ appeal No. 317/95 B from the very same OP.

V. The management has produced copy of the show cause notice dated 8-1-1992, request of the workman dated 13-2-92 for enquiry report and the explanation of the workman dated 30-3-1992 as item Nos. 5, 6 and 7 on 6-5-1997 before this Tribunal with copy to the learned counsel for the workman which I am marking as Ext. M6, M7 and M8 respectively for identification. The management in the argument note filed before this Tribunal while considering the validity of the domestic enquiry with copy of the learned counsel for the workman, stated in page 12 that the workman was served with show cause notice Ext. M6 that he requested for a copy of the enquiry report as per Ext. M7 request that he was given a copy and that he has submitted his explanation Ext. M8 in answer to Ext. M6 show cause notice. Thereafter the learned counsel for the workman has submitted two argument notes on 18-7-1998 and 31-10-1998. There is no denial that the workman was served with copy of the enquiry report as stated by the management in the argument note. There is no dispute that after receiving Ext. M6 show cause notice proposing punishment on the basis of the enquiry report the workman requested for a copy of the enquiry report as per Ext. M7 and it was given to him. It is also clear from Ext. M8 of the workman that he had gone through the enquiry report. It is also not disputed that the workman was given a

hearing before ordering the punishment after submission of Ext. M8 explanation. It is thus clear that the workman was given sufficient and reasonable opportunity to defend the enquiry report and the proposed punishment. There is therefore no violation of the principles of natural justice and hence the punishment cannot be said to be illegal.

VI. This view is supported by the two decisions of the High Court of Kerala mentioned above. In OP. No. 15865/94 the workman challenged the show cause notice on the ground that enquiry report was not made available to him before issuing preliminary order and that the show cause notice is vitiated. The court rejected the contention holding thus in para 4:—

“Disciplinary authority has accepted the finding of the enquiry authority and it is on that basis punishment is proposed against the petitioner. I find no merit in the contention that before the disciplinary authority agreed with the finding of the enquiry authority, an opportunity should have been given to the petitioner to answer the findings of the enquiry authority. The findings of the enquiry authority are entered after an enquiry in which the petitioner has also participated. It is open to the disciplinary authority either to accept the finding of the enquiry authority or not. Once the findings are accepted, then the question remaining is that of imposition of punishment. At that stage, the petitioner has to be given a copy of the enquiry report, since it is based on that report, he has been found guilty of misconduct.”

The court has further held in para. 5 that to challenge the show cause notice itself before such contentions are raised in the objection to the show cause notice is certainly premature. It is also held that it is open to the petitioner to put forward all his contentions in answer to the show cause notice which he has raised in the original petition. The above findings of the High Court was confirmed in writ appeal No. 317/95.

VII. The decisions relied on by the workman mentioned above according to me have no application here because in those cases the workman was not given the copy of the enquiry report before ordering the punishment and without afforded opportunity to make representation against the enquiry report. In the case before me that is not the position. Before final order of the punishment the workman was given an opportunity to give explanation and also given copy of the enquiry report

VIII. The learned counsel for the workman has yet another argument that in the present case there is no allegation of misappropriation of money, theft, no criminal case against the workman and that the case was undetected one. Further the investigating police officer could not find out the culprit and the Insurance Company indemnified the loss of the Bank. The argument is that the punishment imposed is disproportionate in view of the above. Further argument is

that the workman should be given an opportunity to reform himself and to prove to be loyal to the management. The attention of this Tribunal was invited to a decision of the Supreme Court in *Scooters India Ltd. V. Labour Court* (1989 1 LLJ 71) in support of this argument. As held by me above while considering the validity of the domestic enquiry that the workman is responsible for the loss of Rs. 1 lakh due to his negligence and omission. The question whether there is misappropriation or theft is not very much material. The enquiry officer has found that the workman is fully responsible for the loss of Rs. 1 lakh to the Bank. I have also held above that the reimbursement of the amount by the Insurance Company is not a ground to exonerate the workman from the guilt proved against him or to reduce the punishment. The guilt proved against him is very much serious and grave. Continuance of such a workman in a Nationalised Bank will definitely affect the image of the Bank in the public which will lead adversely to the business itself. Further retaining such a workman in the service of the Bank is likely to influence other workmen in the Bank to resort to such action. Therefore continuation of such a workman in a Bank is not at all advisable. On a consideration of the above aspects it cannot be said that the punishment imposed is disproportionate as alleged. On the other hand it is only commensurate with the gravity and seriousness of the charges proved against the workman. Therefore no interference is called for from this Tribunal particularly in the absence of any extenuating circumstance and also to avoid repetition of such acts of misconduct by other workmen in the Bank.

IX. As pointed out by the learned counsel for the workman the Supreme Court has held in para 7 of the order reported in (1989 1 LLJ 71) (supra) that justice must be tempered with mercy and that the erring workman should be given an opportunity to reform himself and prove to be a loyal and a disciplined employee of the management. It is stated in para 3 of the order that charges framed against the workman in that case pertained to acts of major misconduct. But the nature of charge is not stated in the order. It is also not known whether the continuance of the workman in that case in service would affect the image of the management and their business. In the case before me the charges proved are very serious and grave and the continuance of such a workman will definitely affect the image of the management bank in the public resulting the banking business adversely and also would give inspiration to the other workmen in the bank to resort to such misconduct. Therefore with due respect to the above observation of the Apex Court I am of the view that the workman does not deserve the applicability of this observation.

X. In view of the above discussion, an award is passed holding that the action of the management of State Bank of Travancore, Trivandrum in terminating the service of Sri. M. Sasendran, Peon w.e.f. 24-4-1992 is fully justified and that the workman is not entitled to any relief.

APPENDIX

Witness examined on the side of the Workman

MW1. Sri. K. P. Sasidharan Nair.

Documents marked on the side of the management.

Ext. M1. Office copy of chargesheet given to the workman by the disciplinary authority of management dated 30-6-1989.

Ext. M2. Office copy of memo issued to the workman by the disciplinary authority dated 8-5-1989.

Ext. M3. Office copy of order appointing the enquiry officer.

Ext. M4—series Enquiry proceedings and connected records.

Ext. M5. Enquiry findings.

Ext. M6. Office copy of preliminary order (show cause notice) issued to the workman from the disciplinary authority of management dated 8-1-1992.

Ext. M7. Letter submitted to the disciplinary authority of management by the workman dated 13-2-1992.

Ext. M8. Explanation submitted to the disciplinary authority of management by the workman dated 30-3-1992.

नई दिल्ली, 7 दिसम्बर, 1998

का.प्र. 34.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ़ मैसूर बंगलौर के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-12-98 को प्राप्त हुआ था।

[सं. एल.-12012/92/94-आई. प्रार. (बी.-I)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 7th December, 1998

S.O. 34.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Mysore, Bangalore and their workman, which was received by the Central Government on the 2nd December, 1998.

[No. L-12012/92/94-IR (B-I)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, 23rd November, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C.R. No. 58/97

I PARTY :

The General Secretary,
Karnataka Pradesh Banks Deposit

Collectors Federation, H. 5,
7th Floor, Manish Towers,
J. C. Road, Bangalore.

II PARTY :

The Chairman & Managing Director,
State Bank of Mysore,
K. G. Road,
Bangalore-9.

AWARD

The Central Government vide Order No. L-12012/92/94-IR. (B-I) dated 18th July, 1995 has referred this dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947 after forming an opinion that the dispute exists between the parties for adjudication on following schedule.

SCHEDULE

"Whether Shri Rama Prasad Rao, Janata Deposit Collector of State Bank of Mysore, Shimoga Branch was a workman? If so, whether the management of State Bank of Mysore is justified in terminating his services w.e.f. 25th May, 1993? If not, what relief he is entitled to?"

This dispute was registered and notices were issued to both the parties to present on 8th September, 1997. Consequent to this notice the second party was represented by the Chief Manager on 8th August, 1997. Later the second party was placed ex-parte on 3rd December, 1997. A notice was sent by RPAD which was duly served on 6th December, 1997 to the first party but he has not cared to appear before this tribunal. Keeping in view there was dislocation of the work of this tribunal another notice by RPAD issued to the first party which was duly served on 9th November, 1998. The first party has not appeared so far. The first party also not complied the directions given in the reference.

In the result the reference is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 9 दिसम्बर, 1998

का.प्र. 35.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया, बॉरीवली के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-12-98 को प्राप्त हुआ था।

[सं. एल.-12012/17/97-आई. प्रार. (बी.-I)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 9th December, 1998

S.O. 35.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal No. 1, Mumbai as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India, Borivali and their workman, which was received by the Central Government on 4-12-1998.

[No. L-12012/17/97-IR (B-I)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice C. V. Goverdhan, Presiding Officer.
Reference No. CGIT-65 of 1997

PARTIES :

Employers in relation to the management of State Bank of India, Borivali

AND

Their workmen.

APPEARANCES :

For the management—Shri A. A. Bhawe, Dy. Manager of SBI.

For the Workman—No appearance.
Mumbai, the 10th day of November, 1998

AWARD

Shri A. A. Bhawe, Dy. Manager present for SBI. Workman absent. He has submitted an application dated 6-11-1998 to the effect that he wants to withdraw the present case against State Bank of India. Application for withdrawal is granted and a 'no dispute' award is made. The application is made a part of the Award and its copy be annexed to the copy of the Award, to be sent to the Ministry.

C. V. GOVERDHAN, Presiding Officer

नई दिल्ली, 9 दिसम्बर, 1998

का.प्रा. 36.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रिजर्व बैंक ऑफ इंडिया, नागौर के प्रबन्ध तंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-12-1998 को प्राप्त हुआ था।

[सं. एल.-12012/07/96-आई. प्रार. (बी-1)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 9th December, 1998

S.O. 36.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal No. 1, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Reserve Bank of India, Nagour and their workman, which was received by the Central Government on 4-12-1998.

[No. L-12012/7/96-IR (B-I)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice C. V. Govardhan, Presiding Officer.

Reference No. CGIT-51 of 1997

PARTIES :

Employers in relation to the management of Reserve Bank of India, Nagpur

AND

Their workmen.

APPEARANCES :

For the Management—Shri M. G. Nadkarni, Asstt. Manager, R.B.I., Mumbai.

For the Workman—No appearance.
Mumbai, the 19th day of November, 1998

AWARD

Shri M. G. Nadkarni present for the management. Workman or her representative absent even though notice served on them for today. Statement of claim of workman has received by post on 4-9-1997. Management filed their written statement on 17-11-1997 and documents on 3-9-1998. But she or her representative Union never appeared before this Tribunal since the first date of hearing i.e. 8-9-1997 nor filed any rejoinder/documents till today. Even though a second notice by Registered Post A.D. was served on the Union on account of their continuous absent. It appears that the workman is not interested in prosecuting the reference. Hence, this matter is disposed of.

C. V. GOVARDHAN, Presiding Officer

नई दिल्ली, 9 दिसम्बर, 1998

का.प्रा. 37.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबन्ध तंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-12-1998 को प्राप्त हुआ था।

[सं. एल.-12011/67/95-आई. प्रार. (बी-1)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 9th December, 1998

S.O. 37.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal No. 1, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of Maharashtra and their workman, which was received by the Central Government on the 4-12-1998.

[No. L-12011/67/95-IR(B-I)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Present :

Shri Justice C. V. Govardhan, Presiding Officer.

REFERENCE NO. CGIT-48 OF 1997

Parties :

Employers in relation to the management of Bank of Maharashtra, Thane

AND

Their Workmen

Appearances :

For the Management : Shri R. H. Bhoir.

For the Workman : Shri M. E. Uttarkar.

Mumbai, dated the 10th day of November, 1998

AWARD

The Central Government has referred the following dispute between the Management of Bank of Maharashtra, Thane and their workman for adjudication by this tribunal by its order dt. 10-3-97 :

"Whether the action of Bank of Maharashtra AGM Thane in denying payment of cash allowance as per the Bipartite settlement in favour of S/Shri J. D. Kamble, R. P. Khetan and R. B. Sathe, from the date of eligibility, is justifiable or not? What relief should be granted?"

Subsequent to the appearance of both parties before this tribunal the parties to dispute have filed a joint "purshish" for compromise dated 20-1-98.

2. In view of the compromise effected between the parties to the dispute an Award is passed holding that the dispute between the Bank of Maharashtra and their workman has been settled out of Court. The compromise memo filed by the parties dated 20-1-98 will form part of the Award.

C. V. GOVARDHAN, Presiding Officer
Ref. No. AX33/ST/DA/RHB/F. 138/211/98
January, 20, 1998

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL No. 1 AT MUMBAI

Reference No. CGIT-48/1997

BETWEEN

Bank of Maharashtra Regional Office, Thane :
PARTY I

AND

Bank of Maharashtra
Karamchari Sangh, Mumbai : PARTY II

MAY IT PLEASE THIS HON'BLE TRIBUNAL

In the above reference, the Party I and the Party II would like to submit the Joint Purshish for compromise on following terms and conditions :

Brief Facts :

The Ministry of Labour, Govt. of India, New Delhi has, by its letter dt. 10-03-1997 referred the alleged Dispute to this Hon'ble Tribunal for adjudication on the following terms of reference :

"Whether the action of Bank of Maharashtra Asstt. Gen. Manager, Thane in denying payment of cash allowance, as per the Bipartite settlement in favour of S/Shri J. D. Kamble R. P. Khetan and R. B. Sathe, from the date of eligibility is justifiable or not? What relief should be granted?"

By notice dt. 19-06-97, the Hon'ble Tribunal informed the date of Hearing fixed on 1st August 1997. The Party II was to file Statement of claim before this Hon'ble Tribunal. However, the matter was being discussed amongst the Parties for amicable settlement of the issue and hence, with the consent of Party I, the Party II has so far not filed the Statement of Claim before this Hon'ble Tribunal.

After prolonged discussions on the issue involved both the parties have agreed to settle the issue as under :—

- (1) The Party second has demanded the arrears of cash peon Allowance from 14-7-98. With the consent of the workmen, the Party II has agreed to close the Dispute as settled if the party I is ready & willing to pay the arrears of Cash Peon Allowance since 1st June 1992 within 30 days from this date.
- (2) The Party I has accepted the demand of the Party II and has offered to pay the arrears of Cash Peon Allowance to S/Shri J. D. Kamble, R. P. Khetan and R. G. Sathe w.e.f. 1st June, 1992 within a period of 30 days from this date.

With the consent of the workmen, the Party II has agreed not to claim other benefits like Seniority, eligibility for higher allowance post etc., if otherwise eligible as per provisions of 13th April 1987 settlement on Allowance carrying posts. The Party I has willingly given the offer of the Party II which has been accepted by the Party I and the issue has been settled in view of the above terms and conditions.

The Hon'ble Tribunal is requested to treat the Dispute as 'settled' and to pass an Award in terms of the compromise arrived at between the parties to the Reference.

Date : 20-1-98

Place : Thane

Dy Gen. Manager, Thane
for Bank of Maharashtra

1. J. B. Sahasrabudhe—Gen. Secretary
Union Representative
for Bank of Maharashtra
Karamchari Sangh,
2. M. E. Ustarkar
Regional Secretary
3. M. R. Adhikari Desai—
Asstt. Joint Secretary

नई दिल्ली, 9 दिसम्बर, 1998

का. आ. 38.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार डेवलपमेंट क्रेडिट बैंक लिमिटेड के प्रवन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निरिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, मुम्बई के पंचाट को प्रकाशन करती है, जो केन्द्रीय सरकार को 4-12-1998 को प्राप्त हुआ था।

[गं एन —12011/21/98—आई आर (बी 1)]

टी. गंगाधरन, हेल्ड आधिकारी

New Delhi, the 9th December, 1998

S.O. 38.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal No. 1, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Development Credit Bank Ltd., and

their workman, which was received by the Central Government on the 4-12-1998.

[No. L-12011/21/98-IR(B-I)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Present :

Shri Justice C. V. Govardhan, Presiding Officer.

REFERENCE NO. CGIT-1/49 OF 1998

Parties :

Employers in relation to the management of
Development Credit Bank Ltd.

AND

Their workmen

Appearances :

For the Management : Shri G. H. Pillai, Asstt.
G.M., D.C.L.B.

For the Workman : No appearance.

Mumbai, dated the 13th day of November, 1998

AWARD

The matter was fixed for filing statement of claim on 21-12-1998. Today Mr. G. H. Pillai, A.G.M., Development Credit Bank Ltd. has filed a copy of application addressed to Ministry of Labour, New Delhi and states that the same matter has already been referred to CGIT No. 2, Mumbai under No. L-12011/37/97-IR(B-I) dated 16-6-1998. He requested the Ministry to cancel the order issued to CGIT No. 1, Mumbai as the matter is already in progress at CGIT No. 2, Mumbai under Reference No. CGIT-2/79 of 1998. In this circumstances industrial dispute is dismissed as become infructuous without going to the merits of the dispute on account of the pendency of Reference CGIT-2/79 of 1998 on the file of Central Govt. Industrial Tribunal No. 2 Mumbai. Award passed accordingly.

C. V. GOVARDHAN, Presiding Officer

नई दिल्ली, 11 दिसम्बर, 1998

का. भा. 39.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार द्वारा बैंक के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुसूचन में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिनियम भूबनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-12-98 को प्राप्त हुआ था।

[नं. एल -12012/429/92-आई आर (बी.-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 11th December, 1998

S.O. 39.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar

as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Andhra Bank and their workman, which was received by the Central Government on 10-12-98.

[No. L-12012/429/92-IR (B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

INDUSTRIAL TRIBUNAL : ORISSA : BHUBANESWAR :
PRESENT :

Sri H. Mohapatra, O.S.J.S. (Sr. Branch),
Presiding Officer, Industrial Tribunal,
Orissa, Bhubaneswar.
Industrial Dispute Case No. 15 of 1993 (C)
Dated, Bhubaneswar, the 25th November, 1998.

BETWEEN

The management of M/s. Andhra Bank,
5, Satyanagar, Bhubaneswar.

.. First Party-
management.

AND

Their workman Sri Ram Ch. Mallick,
P.O. Khadipada, Dist: Puri.

.. Second Party-
workman.

APPEARANCES :

Sri P. K. Pati, Law Officer—For the First Party-
management.

Sri R. C. Mallick—The Second Party-workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred upon them by clause(3) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the dispute for adjudication vide their Order No. L-12012/429/92 IR (B-II) dated 8-4-93. The terms of reference may be quoted as follows :—

“Whether the action of the management of Andhra Bank in terminating the service of Shri Ram Chandra Mallick and not offering him employment in the Bank is justified? If not, what relief is Shri Rama Chandra Mallick entitled to?”

2. The case of the second party-workman briefly stated is that he was called for an interview for selection for the post of sub-staff in the bank on 12-1-87 after his name was sponsored by the Employment Exchange. In the interview he was selected and as per letter dated 5-2-87 the Regional office of the Andhra Bank, Bhubaneswar informed him that he was empanelled for temporary appointment in the vacancy of sub-staff. He enjoyed intermittent engagements in the branches of the bank at Puri and Balugaon from 3-8-87 with breaks till his services were terminated on 19-11-91. The grievance of the workman is that while the other sub-staff selected were continued and while sub-staffs who were appointed subsequently continued to enjoy engagements, his services came to an end after he had completed 418 days of service over the period from 1987 to 1991. It is pointed out that the bank's guidelines prescribe for absorption of temporary employees in permanent posts and when he was about to be made permanent he suffered termination of his service. Though he made representation if remained unheeded. He raised a dispute before the A.L.C. but was told that as he had passed Class-VIII and was over qualified for the post he was removed from employment. The conciliation having ended in a failure, the Govt. in the Ministry of labour made this reference for adjudication. It is contended that the management having given him the employment on

verification of the educational qualification and other certificates, it was not open to them to change their mind and terminate his service. It is further pointed out that the bank has regularised the services of other temporary employees having similar higher educational qualification and has been engaging other temporary employees after terminating his services. He has accordingly alleged that the termination of his service and non-consideration of his case for re-employment is unjustified as it is violative of the principles of natural justice and the statutory provisions of Section 25-H of the I.D. Act. Accordingly the workman has prayed for an Award for re-employment and re-empanelment and for regularisation of his services in the permanent cadre before his juniors were regularised.

3. The first party-management in the written statement stated that in anticipation of the Exigency of absence/leave of permanent sub-staff, the management prepares a panel of temporary sub-staff from out of the sponsored list of the Employment Exchange. It is pointed out that the employees from the temporary empanelled staff are appointed against specific vacancies and their tenure is terminated on expiry of the period of temporary appointment. Admitting the engagement of the second party on casual vacancy in different spells of the leave, it is pointed out that such appointment was given for specific days. As the workman concerned has not been continuously engaged for 240 days during any calendar year, he is said to be without any remedy. While admitting the circumstances leading to the selection and empanelment of the second party, it is pointed out in para-3 of the written statement that in pursuance to the instruction of the Government of India the Zonal Office took objection to the appointment of the second party as he had passed Class-VIII which according to the management was over-qualification for the post. Disputing the termination to be illegal it is contended that the management was free to engage temporary casual workers depending upon suitability of the workmen available at site and there is no infraction of the statutory provision while dispensing with the services of the second party. The workman having not completed 240 days of continuous employment in 12 calendar months preceding the termination is not entitled to raise the industrial dispute in the manner it has been done. The alleged violation of the provisions of Section 25-H of the I.D. Act is stoutly denied. It is stated that the second party has no claim for regular appointment because he was neither interviewed nor was he selected or empanelled against any regular vacancy. The claim of the second party for regularisation of his service is said to be misconceived. It is pointed out the empanelment of temporary sub-staff being done in leave vacancies depending on the suitability, availability of vacancy and availability of the workmen at site to render service, the second party cannot claim the job as a matter of right.

4. On the aforesaid pleadings of the parties, the following issues have been settled :—

ISSUES

- (1) Whether the action of the management of Andhra Bank in terminating the service of Sri Rama Chandra Mallick and not offering him employment in the Bank is justified?
- (2) To what relief, if any, the workman is entitled?

ISSUE NO. 1

5. In the hearing of this dispute both the parties examined one witness each in support of their respective contention. While the first party-management took the stand that the second party-workman having not completed 240 days of continuous employment in the year preceding his termination was not entitled to any relief under the I.D. Act. The second party inter-alia contended that his termination apart from being illegal was not justified on account of what the management states to be his over-qualification and consequently he is entitled to re-employment and such offer benefit as have accrued to persons junior to him. It is admitted by the management witness with reference to a series of documents, particularly Ext. 6 that in the intimation letter asking the candidates to appear in the selection there was no mention that the engagement offered was on leave vacancy and was casual in nature. Be that as it may, the second party

worked with that first party management in different spells totalling 418 days from 3-8-87 till 18-10-88 when his services were terminated as per notice marked Ext. E. It is revealed in the letter marked Ext. C, dated 5-2-87 issued by the Regional Manager that while the second party was empanelled as one of the selected candidates for the post of sub-staff it was stipulated therein that his appointment shall be on leave vacancy. Certain notes of caution were appended under 2, 3 and 4 which reads that the empanelled sub-staff shall not be permitted to work for more than 150 days in 12 months and a break of one week in every two months shall be observed. These terms and conditions together with the averments in the intimation letter go a long way to establish the allegation of the workman that the management indulged in unfair labour practice to deny amongst others the second party-workman the right incidental to an employment under the Industrial Dispute Act. Though the workman vehemently contends that he was a protected workman and was entitled to a notice of termination as envisaged u/s 25-F of the I.D. Act, and non-observance of the provisions of Section 25-F of the I.D. Act, rendered his termination questionable, the materials appear deficient to lead to an irresistible conclusion that the second party had put in 240 days of continuous employment in the calendar year preceding his termination. Regardless of the question of legality this Tribunal has been called upon to adjudicate whether there exists justification for termination of services of the second party and whether the action of the management in not offering him employment in the bank was justified. This being the question posed to this Tribunal for adjudication, the materials have to be scanned through whether the action of the management in terminating the services of the second party was just and fair and whether the second party is entitled to be offered an employment. In this connection, as has already been indicated the management was guilty of unfairness in stipulating conditions of employment which patently constitute infraction of the provisions of I.D. Act.

M.W. No. 1 in his evidence has supported the version of the management that the engagement was temporary and on leave vacancy. He, however, fails to identify the person / persons on whose leave vacancies the second party or the other appointees got sporadic engagements. His version becomes evasive when he fails to deny that the second party and the other two appointees empanelled alongwith him were being absorbed temporarily in the same post of sub-staff on rotation. M.W. No. 1 to the query of the Tribunal admitted that the second party was being paid his salary in the Salary Register of computer sub. The management produced those registers but having in view the real controversy between the parties and the issues referred for adjudication it is needless to scan through these documents to find out whether the second party-workman completed 240 days in one calendar year entitling him to the protection of Section 25-F of the I.D. Act. In paragraphs 8 and 9 of the rejoinder filed by the second party-workman he made his grievance clear and explicit that he did not claim a relief of reinstatement u/s 25-F of the I.D. Act but claimed employment in permanent cadre before temporary candidates who are empanelled after the workmen are regularised. In other words, the grievance of the workman is not so much on the legality of termination being violative of Section 25-F of the I.D. Act but its propriety and reasonableness. In the face of the stand taken by the workman the exercise to ascertain the compliance or otherwise of the provisions of Section 25-F of the I.D. Act made earlier seems to be infructuous and unnecessary.

6. It may be pertinent to have a glance over the Rules which provides for empanelment of sub-staff obtaining in the bank in question. In the eligibility criteria it is mentioned that the candidate should have passed Class-VI or equivalent or should not have passed Class-VIII. It is further provided that initially the newly appointed sub-staff shall be considered for temporary appointment in leave vacancies on rotation basis and they shall be absorbed subject to the availability of identified vacancies from time to time. The termination of service of the second party is not attributed to any act of misconduct on his part and there is no proceeding against him on that account. Though the management is secretive about the reasons of termination of his service. It transpires in a letter marked Ext. 7 addressed by the Director of S.C. & S.T.,

Govt. of India, Bhubaneswar to the second party-workman that the Dy. General Manager of the Central Office of Andhra Bank intimated to his query that the educational qualification for the sub-staff being VIIIth class pass and the second party having been found to have passed Class-VIII he was held over qualified and consequently suffered removal from service. The stand of the workman that he was thrown out of employment as he was found to be over-qualified is vindicating in the admission made by the Dy. General Manager to the Director, S.C. & S.T., Govt. of India, Bhubaneswar.

7. Law is well settled that more over qualification does not render a person liable for termination when he has been lawfully appointed in the service and has been discharging his duties. The learned representative of the management relied on three decisions of the Supreme Court in the case of Himanshu Kumar Vidyarthi & others Vrs. State of Bihar & others, reported in AIR 1997 SC 3657, Madhyamika Sikshya Parishad, UP Vrs. Anil Kumar Mishra & others, reported in AIR 1994 SC 1638 & in the case of Director, Institute of Management Development, U.P. Vrs. Smt. Pushpa Srivastava reported in AIR 1992 SC 2070 in support of his contention that a daily wage employee is not entitled to the protection under the I.D. Act and cannot raise a claim for regularisation. Having in view the controversy referred for adjudication, these decisions do not have much bearing on the facts of the present case. In this connection, I am inclined to refer to a decision in H. D. Singh Vrs Reserve Bank of India, reported in AIR 1986 SC page-132. The instructions of Andhra Bank in the circular marked Ext. F to employ workmen as badlis, casuals or temporary and to continue them as such for years with object of depriving them of the status and privileges of permanent workmen is entitled as an unfair labour practice within the meaning of Section 2(r) of the Industrial Disputes Act in item No. 10 of the Vth Schedule of the Act. The Supreme Court in the aforesaid decision took serious note of this unfair labour practice which is similar to the practice obtaining in the first party management in the matter of engagement of sub-staff and expressed grave concern over the continuance of such practice. The Supreme Court observed that the Reserve Bank of India with its exalted status is a model employer should behave with the workmen fairly. Coming to the realities in the matter of employment the Supreme Court in para-10 of the judgement was of the view that we will not be far from truth if we say that the Bank has deliberately indulged in unhealthy labour practice by rotating employees, like the appellants to deny them benefits under the Industrial law. The Apex Court noted that "it has disturbed us to find that the appellants was denied job because he has become better qualified. Perhaps the Reserve Bank of India and its officers are not aware of the grave unemployment problem facing the youth of this country and also not aware of the fact that graduates, both boys and girls, sweep our roads and post graduates in hundreds, if not in thousands, apply for the posts of Peons. It has been our sad experience to find employers trying to stifle the efforts of employees in their legitimate claims seeking benefits under the industrial law by trying them out in adjudication proceedings raising technical and hyper-technical pleas. Industrial adjudication in bona fide claims have been dragged on by employers for years together on such pleas. It would always be desirable for employers to meet the case of the employees squarely on merits and get them adjudicated quickly. This would help industrial peace. It is too late in the day for this Court to alert the employers that their attempt should be to evolve a contented labour. We do not forget at the same time the fact that it is necessary for the labour also to reciprocate to prevent industrial unrest. In this case, for example, the Bank should have treated the appellant as a regular hand in list. II. Instead, the Bank has, by adopting dubious methods, invited from us, remarks which we would have normally avoided."

8. The observations of the Supreme Court in the aforesaid decision is very much relevant and it clothes the applicant with a right to be continued in employment while rendering the action of the first party management terminating his services wholly unjustified. The Supreme Court has very strongly viewed the practice of throwing persons from em-

ployment on ground of over-qualification when the country is faced with the menace of large scale unemployment with graduates and post graduates looking forward for petty jobs to eke out a living. The terms of engagement of the workmen on badli calls upon them to be perpetually in attendance in the office in the off chance of getting a casual engagement which amongst three members of the staff empanelled together would come by rotation. This amounts to unfair labour practice as it calls upon the workman without the entitled to payment to remain in attendance in the office. In the facts and circumstances, I am inclined to hold that the termination of service of the second party-workman which came as a bolt from the blue has no justification and the same is liable to be set-aside.

ISSUE NO. 2 :

9. In view of my findings in the foregoing issue, I am of the view that the second party workman is entitled to re-employment from the date he was thrown out of employment. He shall also be eligible to such benefits as have accrued to the persons empanelled subsequent to the empanelment of the second party.

10. The reference is answered accordingly.

H. MOHAPATRA, Presiding Officer.

नई दिल्ली, 8 दिसम्बर, 1998

का.प्र. 40.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार विशाखपटनम डोक लेबर बोर्ड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक प्रतिक्रिया, विशाखपटनम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार कोको प्राप्त हुआ था।

[सं. एन-29025/10/98-आई.एन. (विविध)]

डी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 8th December, 1998

S.O. 40.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal Visakhapatnam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Visakhapatnam Dock Labour Board and their workman, which was received by the Central Government on the .

[No. L-29025/10/98-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL CUM LABOUR COURT, VISAKHAPATNAM

PRESENT :

Sri K. Satyanand, B.Sc., LL.M., Chairman & Presiding Officer.

Wednesday, the 29th day of July, 1998

I.T.D. No. (C) 10/95

BETWEEN

B. Chandrayya,

D. No. 9-26-4, Asoolmetta,
C.B.M. Compound,
Visakhapatnam.

Workman.

AND

The Chairman,
Visakhapatnam Dock Labour Board,
Visakhapatnam,

This dispute coming on for final hearing before me in the presence of Sri A. V. Sambasiva Rao and Sri A. S. Rama Sarma, advocate for workman and Sri D. V. Subba Rao and Sri D. V. S. J. Somayajulu, advocate for management, upon hearing the arguments of labour side and on perusing the entire material on record, the court passed the following :

AWARD

(1) This is an industrial dispute that came up before this tribunal on a reference made by the Government of India framing the points for consideration as under :

"Whether the demand of Shri B. Chandralah, Ex-Winch driver, Visakhapatnam Dock Labour Board for reinstatement in service on the ground that the management of Visakhapatnam Dock Labour Board has exercised undue influence in seeking voluntary retirement and thereby terminating his services is justified? If not to what relief the said workman is entitled?"

2 The facts of the case as culled out from the statements of the parties are briefly as follows : The workman joined the service of the management on 18-5-1964. On 21-9-1977 the labour officer of the management asked the workman through a written reference to appear before the medical board in the dock labour board dispensary on 23-9-1977. On 22-9-1977 as the workman was away at his house taking rest, a notice was served upon him asking him to attend to the office immediately. It appears the workman proceeded to the Office. There, the workman alleged, his thumb impression was obtained on a printed/typed matter representing that the same was required to protest against the medical examination. The workman submitted that he believed the said representation and subscribed his thumb impression in his innocence as he happened to be an illiterate person. Some time later on the same day he received a memorandum stating that his request for voluntarily retirement was accepted and he was relieved from service with immediate effect. He was also advised to collect the retirement benefits. Thereupon the workman stated to have realised that he was removed from service after obtaining his thumb impression by playing fraud, misrepresentation and undue influence. It is therefore contended by the workman that his voluntary retirement was not voluntary and it was only a result of some vitiating circumstances. He therefore claimed reinstatement till the age of superannuation with back wages and other benefits.

(3) The management denied most of the allegations and submitted that the activity of the management was not an industry. (It is convenient to state here itself that this contention of the management was negatived in the writ petition taken to the High Court by the management itself. As such this aspect remained no more an issue). It is the case of the management that no such fraud, misrepresentation or undue influence were exercised by the management against the workman to procure his voluntary retirement. According to management it is the workman that himself came forward to take voluntary retirement instead of appearing before the medical board and therefore approached the labour officer on 22-9-1977. The management contended that the petitioner himself has collected all this retirement benefits and now turned round to assail his own voluntary retirement. It is ultimately submitted that the workman is not entitled to any relief.

(4) In support of this case the workman examined himself as WW1. He marked Exs. W1 to W11. On the other hand, the management examined its labour officer as MW1 and its office superintendent as MW2. They also marked Exs. M1 to M10. Heard both sides.

(5) The points that arise for consideration are :

(1) Whether the workman's voluntary retirement is vitiated by undue influence and thereby acquired the status of invalid retrenchment?

(2) To what relief?

(6) Point No. 1 : The factum of taking voluntary retirement is obviously not in dispute. The case of the workman is that his voluntary retirement was actuated by fraud, misrepresentation and undue influence.

If we go by the terms of reference the undue influence alone stands out to be the vitiating element. The learned counsel for the workman on a question put by the court submitted that undue influence is inclusive of fraud and misrepresentation. But they are distinct concepts though they may overlap in some aspects. Be that as it may, these vitiating elements have to be specifically pleaded in the claim statement of the workman as it is the workman that came to the court undertaking to prove those elements before laying a claim to succeed and get rid of his discharge from service in the alternative earn compensation on the ground of invalid termination. The pleadings in this context are nothing but the averments in the claim statement filed by the workman. Now, fraud, misrepresentation and undue influence came to be exercised upon him are better said in his own words as found in the said claim statement. The averments in this regard read as follows :

"Subsequently, he was asked under reference No. L/E/18/77-78/906, dated 21-9-1977 of the Labour Officer of Visakhapatnam Dock Labour Board to appear for Medical Examination before the Medical Board in the Dock Labour Board Dispensary on 23-9-1977. A notice was served on him on 22-9-1977 when he was off duty and taking rest at his house. He was asked to attend office immediately by the respondent herein. There the Thumb impression was obtained on a printed typed matter representing that the same is required to protest against the medical examination. The workman herein being innocent and illiterate person, he believed the said representation as true and put his thumb impression. Some time later on the same day he received Memorandum No. P1/20/2253, dated 22-9-1977 wherein it was stated that his request for voluntary retirement was accepted and he was relieved from service with immediate effect. He was also advised to collect the retirement benefit amounts etc. and ultimately he realised and learnt from the impugned order of removal of his service from the Dock Labour Board, Visakhapatnam that his thumb impression was taken by fraud, misrepresentation and undue influence."

A close examination of the averments makes it abundantly clear that the mischief that was allegedly played upon him answers the description of misrepresentation but surely not undue influence. Though it may to a certain extent fall within the range of fraud. It is a matter of common knowledge that fraud, misrepresentation and undue influence have to be pleaded with procession and proved to the hilt. Even in the basic fact as to how he happened to be at the office on 22-9-1977 there is a variance in his versions as found on comparison between his pleadings and proof in that regard. In the pleadings the workman averred that a notice was served on him on 22-9-1977 when he was off duty and taking rest at his house. But in the deposition he stated as follows :

"On 22nd I was off the duty as it happened to be a off day for me I was away from the home. As I returned to home I was told that the management labour officer sent for me. So I proceeded to the office..."

In proving these three types of elements that vitiate the very event one has to be very meticulous. Even in the aspect of being at the office on 22-9-1977, the fateful day, the workman gave prevaricating versions. More than this the workman did not even whisper in the claim statement that it was the labour officer that played this mischief. In fact, he did not say in his claim statement as to who was the person or for that matter the designation of the person that to put his thumb impressions. In fact, he deliberately left it to come out at his convenience, with the name of the person or for that matter the designation of the person that allegedly obtained his thumb impression on a printed/typed matter. It is for the first time that the workman stated that it was the labour officer that played his fraud. This kind of prevaricating versions in a very sensitive exercise of avoiding otherwise voluntary retirement definitely goes a long way only to disbelieve the propounder of that vitiating element. Even in the chief examination, he scrupulously avoided naming the persons that exercised undue influence if at all it is any undue influence to take voluntary retirement and also the retirement benefits. The kind of ambiguity itself renders the

self-serving testimony of the workman all the more unpersuasive. Strictly speaking the reference confines itself only to the element of undue influence as being the element vitiating the voluntary retirement. If we go by the averments in the claim statements there are absolutely no ingredients of undue influence as having been exercised upon the workman as already pointed out. In fact, this tribunal is not supposed to overstep the scope of the reference and this limitation is very much there embodied in Sec. 10(4) of the Industrial Dispute Act. The learned counsel could not place any authority before this court to show that in a case against undue influence even the examination into fraud and misrepresentation attains the status of matter incidental thereto. In these circumstances I am firmly of the opinion that the workman failed to establish the vitiating elements that would set at naught the voluntary retirement.

(9) Point No. 2 : In view of the findings above, I feel that the workman does not deserve any relief. Accordingly the reference is answered passing a nil award. There shall be no order as to cost in the circumstances of the case.

Dictated to stenographer by her given under my hand and seal of the court this the 29th day of July, 1998.

K. SATYANAND, Presiding Officer

APPENDIX OF EVIDENCE IN I.T.I.D No. 10/95(C) WITNESSES EXAMINED

WORKMAN : FOR MANAGEMENT :
WW1 : Chandrayya. MW1 : D. Bharat Kumar.
MW2 : P. V. Krishna.

DOCUMENTS MARKED :

FOR WORKMAN :

- Ex. W1 : 5th. 1964 : Memorandum by Admn. Manager, DIB, Vsp.
- Ex. W2 : Slip showing leave granted to workman.
- Ex. W3 : 10-6-78 : Representation to ALC(C), Vsp by workman.
- Ex. W4 : 8-5-1978 Letter to ALC(C) Vsp by Vsp. DIB.
- Ex. W5 : Representation to ALC(C) Vsp. by workman.
- Ex. W6 : 10-5-1978 : Letter to workman by ALC (C) Vsp.
- Ex. W7 : 15-10-1985 : Letter to ALC(C) Vsp by A. V. Sambasivaram.
- Ex. W8 : 11-7-1990 : Order in MP 149/89 in I.D. 80/88 dated 11-7-1990.
- Ex. W9 : 26-7-1990 : Order in WPMP No. 13569/90 in WP 10658/90 of HC of A.P.
- Ex. W10 : 16-1-91 : Order in WVMP 2091/90 in WPMP 13569/90 in WP 10659/90 of High Court of A.P.
- Ex. W11 : 7-12-1995 : Order in WP No. 10658/90 dated 7-12-1994 of High Court of A.P. Hyderabad.

FOR MANAGEMENT:

- Ex. M1 : 22-9-1977 : Representation of workman Reg. availing voluntary retirement scheme.
- Ex. M2 : Book : Cash book (page No. 117 entry in Cash book).
- Ex. M3 : Book : Ledger (Page No. 179 entry in ledger).
- Ex. M4 : Identity card of the workman.
- Ex. M5 : 22-9-1977 : Voluntary retirement acceptance letter of B. Chandrayya.
- Ex. M6 : 21-9-1977 : Copy of letter of management reg. workman appearance for medical examination.

Ex. M7 : 22-9-77 : Voluntary retirement acceptance letter of B. Simhadri.

Ex. M8 : 22-9-1977 : Representation letter of B. Simhadri Reg. availing voluntary retirement scheme.

Ex. M9 : 22-9-1977 Representation letter of P. Somulu Reg. availing voluntary retirement scheme.

Ex. M10 : Voluntary retirement acceptance letter of P. Somulu.

नई दिल्ली, 8 दिसम्बर, 1998

का.आ. 41.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार विशाखपट्टनम पोर्ट ट्रस्ट के प्रबंधन के संबंध, नियोजकों और उनके कर्मचारों के बीच अनुबंध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण, विशाखपट्टनम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 8-12-98 को प्राप्त हुआ था।

[नं. एल-34012/3/95-आई.आर. (विधि)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 8th December, 1998

S.O. 41.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Visakhapatnam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Visakhapatnam Port Trust and to their workman, which was received by the Central Government on 8-12-98.

[No L-34012/3/95-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL CUM LABOUR COURT VISAKHAPATNAM

PRESENT :

Sri K. Satyanand, B.Sc., LL.M., Chairman & Presiding Officer.

Friday, the 10th day of July, 1998

I.T.I.D. No. (C) 19/95

BETWEEN

The General Secretary,
Port & Dock Employees Association.
Visakhapatnam. ... Workman.

AND

The Chairman,
Visakhapatnam Port Trust,
Visakhapatnam. ... Management.

This dispute coming on for final hearing before me in the presence of Sri S. Rama Rao, Authorised Representative for workman and Sri P. Srinivasa Rao, Authorised Representative for management, upon hearing the arguments of both sides and on perusing the entire material on record the court passed the following

AWARD

(1) This is an industrial dispute that come up before this tribunal on a reference made by the Government of India casting the terms of reference as follows :

Whether the action of management of Visakhapatnam Port Trust in awarding punishment on Sri R. Krishana Murthy working President and Shri S. Rahaman, General Secretary without holding enquiry on the ground that punishment awarded is

minor which does not need enquiry is justified? If not to what relief the workman concerned entitled to?"

(2) The facts of the case as called out from the statements filed by the parties are briefly as follows: The Visakhapatnam Port Trust, the management herein awarded minor punishment to two workmen by name R. Krishna Murthy and A. Rahaman, both of them being the President and Secretary respectively of a union. The management actually imposed the punishment of stoppage of increment for a period of one year without cumulative effect for the misconduct of indiscipline. The management contended that as the punishment imposed was minor there was no need of conducting any enquiry and in fact the conduct of enquiry was merely optional and subject to the discretion on the part of the disciplinary authority. According to workmen, the imposition of punishment without enquiry is bad in law and therefore liable to be set aside.

(3) On the basis of these rival contentions the dispute came to be referred to this court for adjudication. The management reiterated its stand and sought to adduce no evidence and stuck to its contention that the punishment is valid as it happened to be a minor punishment even without any domestic enquiry.

(4) As such, the arguments on either side were heard. The short question that arises for determination there is:

"Whether the action of management in awarding punishment to the two workmen without holding enquiry is valid? If not to what relief?"

(5) Point: It is an admitted case that the management did not conduct any domestic enquiry in this case. But imposed punishment through minor against the workmen. It is also amply clear from the record that the workmen filed an explanation in answer to the memorandum of charge denying the charges against them. Even then the management deemed it proper to impose punishment without any enquiry obviously on the basis of the statements recorded confidentially from the witnesses. This conspectus of facts obviously suggests that the management imposed the punishment in question though the workmen admittedly denied the charges against them. The correctness or otherwise of this course falls for consideration in this industrial dispute. It is the common case of both the parties that the matters pertaining to discipline are governed by Visakhapatnam Port Employees (Classification, Control and Appeal) Regulations, 1968 which are undoubtedly statutory rules. The procedure for imposing minor punishment is governed by Rule 12 which reads as follows:

"12. Procedure for imposing minor penalties:

Subject to the provision of Sub-Regulations (3) of Reg. 11.

(1) No order imposing on an employee any of the penalties specified in clauses (i) to (v) of regulation 8 shall be made except after:—

- (a) Informing in writing the employee of the proposal to take action against him and of the imputation of misconduct or misbehaviour on which it is proposed to be taken and giving him an opportunity to make any representation as he may wish to make against the proposal.
- (b) Holding an enquiry in the manner laid down in sub-regulations (3) to (23) of regulation 10, in every case in which the disciplinary authority is of the opinion that such enquiry is necessary;
- (c) taking the representation, if any, submitted by the employee under clause (a) and the record of inquiry, if any;
- (d) regarding a finding on each imputation of misconduct or misbehaviour; and
- (e) Consulting the Central Government where such consultation is necessary.

(2) The record of the proceedings of such cases shall include:—

- (a) A copy of the intimation to the employee of the proposal to take action against him;
- (b) A copy of the statement of imputations of misconduct or misbehaviour delivered to him;
- (c) his representation, if any;
- (d) the evidence produced during the inquiry;
- (e) the advice of the Central Government, if any;
- (f) the findings on each imputation of misconduct or misbehaviour and

NOTE: Notwithstanding anything contained in clause (b) of Sub-regulation (1) if in a case it is proposed after considering the representation, if any, made by the employee under clause (a) of that sub-regulation to withhold increments of pay and such withholding of increments is likely to effect adversely the amount of pension payable to the employee or to withhold increments is likely to affect adversely the amount of pension payable to the employee or to withhold increments of pay for a period exceeding three years or to withhold increments of pay with cumulative effect for any period an inquiry shall be held in the manner laid down in sub-regulations (3) to (23) of Regulation 10, before making any order imposing on the employee any such penalty.

(6) The management relied upon Rule 12 sub-rule (1)(b) to urge that the management need not have to necessarily hold enquiry in every case. The management virtually contended that the management has absolute discretion to hold enquiry or not in all situations. The issue in this industrial dispute turns upon the interpretation of the discretion that is conferred upon the management by virtue of the above sub-rule. When the allegations against a person are disputed, it is possible for any quasi-judicial authority to hold that there was no necessity of enquiry is the moot point. In my opinion wherever discretion is conferred by a statute upon a public authority—whether it is administrative or quasi-judicial or judicial, such discretion must be exercised judiciously. In other words in the realm of rule of law, there is no question of any authority exercising arbitrary discretion especially when such discretion is likely to entail in or as, in fact, entailed in evil consequences to the person against whom the discretion is exercised. Here two workmen come to be punished without any enquiry though they denied the allegations against them. If they admitted the allegations, that in a different matter. Likewise if any important factor as national security etc. are involved one may dispense with enquiry in the interest of the country. But forming an opinion that no enquiry is necessary in spite of a contentious issue before it is something untenable in law. It cannot be forgotten in this context that the management in question is covered by article 12 of the constitution. Therefore, the arbitrariness in imposing the punishment by exercising the option up side down is violative of the principles of article 14 of the constitution. Thus, the management is not justified in awarding the minor punishment to the two workmen in question without making any enquiry.

(7) In view of the above finding the punishment imposed is set aside. It is however does not preclude the management from taking action all over again in accordance with the law. The reference is answered accordingly.

Dictated to stenographer by her given under my hand and seal of the court this the 10th of July, 1998.

K. SATYANAND, Presiding Officer

APPENDIX OF EVIDENCE IN I.T.D. No. 19/95(C)

WITNESSES EXAMINED

FOR WORKMAN : NONE.

FOR MANAGEMENT : NONE.

DOCUMENTS MARKED :

FOR WORKMAN : NIL.

FOR MANAGEMENT : NIL.

नई दिल्ली, 11 दिसम्बर, 1998

का.प्रा. 42.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार विशाखापटनम पोर्ट ट्रस्ट के प्रबंधन के संबंध में निम्नलिखित आदेशों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, विशाखापटनम के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 11-12-98 को प्राप्त हुआ था।

[सं. एल.-34011/3/95-आर्.आर. (विविध)]
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 11th December, 1998

S.O. 42.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Visakhapatnam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Visakhapatnam Port Trust and their workman, which was received by the Central Government on 11-12-1998.

[No. L-34011/3/95-IR(Misc.)]
B. M. DAVID, Desk Officer

ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL CUM
LABOUR COURT, VISAKHAPATNAM

PRESENT :

Sri K. Satyanand, B.Sc., LL.M., Chairman, Industrial Tribunal & Presiding Officer, Labour Court, Visakhapatnam.

I.T.L.D. No. 8/96(C)

Dated, 20th day of October, 1998

BETWEEN :

The General Secretary,
Visakhapatnam Port Emp. Union,
D. No. 26-15-204,
Dharmasakti Bhawan,
Visakhapatnam 530001.

.. Workman.

AND

The Chairman,
Visakhapatnam Port Trust,
Visakhapatnam.

.. Management.

This dispute coming on for hearing before me in the presence of Sri S. Sivaramdas, Advocate for workmen and of Sri B. G. Santawalaji, Sri N. Sammi Babu, Advocate for Management. Memo filed by workmen. On perusing the material papers on record the court passed the following :

AWARD

I.D. closed passing a nil award in terms of the memo filed by the Advocate for workmen not pressing the I.D.

Given under my hand and seal of the court this the 20th day of October, 1998.

K. SATYANAND, Chairman, Industrial Tribunal &
Presiding Officer

नई दिल्ली, 10 दिसम्बर, 1998

का.प्रा. 43.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सैस ई. सी. एल. के प्रबंधन के संबंध में निम्नलिखित आदेशों और उनके कर्मचारियों के बीच, अनुबंध निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण

का.प्रा. 43.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सैस ई. सी. एल. के प्रबंधन के संबंध में निम्नलिखित आदेशों और उनके कर्मचारियों के बीच, अनुबंध निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण

[सं. एल.—19012/35/87/डी 4 (बी)]
बी. के. राजन, डेस्क अधिकारी

New Delhi, the 10th December, 1998

S.O. 43.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. E.C. Ltd. and their workman, which was received by the Central Government on 9-12-98.

[No. L-19012/35/87 D-IV(B)]

V. K. RAJAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, ASANSOL

PRESENT:

Shri R. S. Misra, Presiding Officer.

Reference No. 4 of 1989

PARTIES:

Employers in relation to the management of
Burradhem Colliery, Sitarampur Area of
M/s. E.C. Ltd.

AND

Their Workmen

APPEARANCES:

For the Employers—1. Shri P. K. Das, Advocate and 2. Shri R. N. Majumdar, Senior Advocate.

For the Union—Shri S. Malkhandi, Advocate.

INDUSTRY : Coal. STATE : West Bengal.

Dated the 1st December, 1998

AWARD

By Order No. L. 19012/35/87-D. IV. B, dated, the 4th October, 1988, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the General Manager, Sitarampur Area of M/s. Eastern Coalfields Ltd., Borachak House, P.O. Sitarampur, Distt. Burdwan was justified in denying employment to S/Sri T. K. Sarkar and 238 others (List enclosed in Annexure-A), the retrenched workmen of Burradhem Colliery by not

implementing the Tripartite Settlement dated 13 Sept. 1972? If not, to what relief the workmen are entitled and from what date?"

2. This is a typical case where the aggrieved workmen have been fighting for their cause since the last 24 years.

3. Admitted back-ground facts:—In pursuance of the Coal Mines (Taking over of Management) Act, 1973, the managements of all operational coal mines, specified in the schedule of the Act vested in Central Government on and from the appointed day i.e. 31-1-1973. Burradhemu Colliery at Sitarampur owned by North Dhemu Coal Company Ltd. (Sl. No. 310 in the schedule) was one of the coal mines, the management of which vested in the Central Government. This legislation was enacted to provide for the taking over, in the public interest, of the management of coal mines, pending nationalisation of such mines with a view to ensuring rational and coordinated development of coal production and for promoting optimum utilisation of the coal resources, consistent with the growing requirements of the country and for matters connected therewith or incidental thereto. Subsequently in the same year i.e. in 1973, Coal Mines (Nationalisation) Act, 1973, was enacted to provide for the acquisition and transfer of right, title and interest of the owners of such operational coal mines specified in the schedule with a view to re-organising and re-constructing such coal mines so as to ensure the rational, coordinated and scientific development and utilisation of coal resources consistent with the growing requirements of the Country, in order that the ownership and control of such resources are vested in the State and thereby so distributed at best to sub-serve the common good and for matters connected therewith or incidental thereto. In pursuance of the provision in Section 3(1) of the said Act, the right, title and interest of the owners in relation to the coal mines specified in the schedule under the Act stood transferred to and vested absolutely in the Central Government free from all encumbrances, on and from the appointed day, i.e. 1-5-1973. The aforesaid Burradhemu Colliery at Sitarampur (Sl. No. 406 in the schedule) was one of the coal mines the ownership of which was transferred and vested in the Central Government under the said Act. The erstwhile private Owner of this Burradhemu Colliery had suspended mining operation in the colliery with effect from 11-6-72 and had retrenched 1282 workmen of the colliery with effect from the same date. On 13-9-1972 a Tri-partite Settlement was arrived at between the representatives of the functional union operating in the colliery and the representatives of the erstwhile Owner in presence of the then Asstt. Labour Commissioner (Central), Asansol. The settlement contains 3 clauses, out of which Clause Nos. 1 and 2 are as follows:—

- (2) It was agreed that with regard to employment of the workmen the management will put up requisition according to their needs from time to time to Sri Pravat Goswami, Jt. General Secretary of C.M.U. (INTUC) and Dr. J. G. Sharma, Member of the Executive Committee, CMU (INTUC) and they will furnish the names and details of the workmen from among the retrenches keeping in view of the provision of the Industrial Disputes Act."

The Union was Colliery Mazdoor Union (INTUC). Mining operation was re-started in a part of the mine in November, 1972 and in pursuance of the terms of the settlement, about 600 retrenched workmen were taken back and re-employed in the colliery by the erstwhile private Owner. While the settlement was thus in the process of implementation, the management of the colliery vested in the Central Government. Further implementation of the settlement was not made by the Central Government or by the Custodian appointed by the Central Government, during the period when management of the colliery was with the Central Government. Section 5 of the Coal Mines (Nationalisation) Act, 1973, empowered the Central Government to direct vesting of the right, title and interest in respect of coal mines in a Government Company, instead of the Central Government itself. In pursuance of direction issued by the Central Government, under this provision, right, title and interest in respect of the coal mines vested in the Government Company named Coal Mines Authority Ltd. Subsequently it was re-named as Coal India Limited. Thereafter its subsidiary company named Eastern Coalfield was brought into existence and this subsidiary company covered all the coal mines located in the Eastern Division of the original Government company named Coal Mines Authority Limited. The Burradhemu colliery having been located in the Eastern Division, accordingly came under the management of the subsidiary Government Company named Eastern Coalfields Limited. This Government Company i.e. the E.C.L. re-organised its coal-mines to separate areas and kept them under administrative control of respective General Managers. The Burradhemu colliery was initially kept under the control of the Area General Manager of Dissergarh Area and later on in pursuance of further re-organisation further implement the Tri-partite settlement and it also did not terminate the same. On 8-4-1974 there was a discussion by the present management with another union named Colliery Mazdoor Sabha (AITUC), which took up the cause of the remaining retrenched workmen of Burradhemu Colliery, with demand for re-employment of at least 100 retrenched employees. But the management did not offer re-employment to anybody. All these workmen named in the reference are among the left out retrenched employees of Burradhemu colliery. In the same year i.e. in 1974, most of the retrenched employees including these workmen, filed a Civil Suit its administrative control was transferred to the General Manager, Sitarampur Area. Through subsequent re-organisation and re-grouping of mines, Burradhemu Colliery was brought within the jurisdiction of Dhemomain Area. (General Manager of Dhemomain Area filed written statement on behalf of the Management). The Government Company did not

- "(1) The management will restart the mine as early as possible under intimation to the R.L.C.(C), Asansol and the A.L.C.(C) concerned. The Union will extend co-operation for smooth reopening of the same and there will be no objection from the side of the Union with regard to despatch of coal lying in the depot of the colliery.

in the local Civil Court at Asansol against the Government Company for redressal of their grievance. The Civil Suit was dismissed by judgement dated 6-5-1978 on the ground of lack of jurisdiction. Thereafter in 1978 itself this trade union i.e. Koyla Mazdoor Congress took up the cause of 399 left out retrenched employees including these concerned workmen with the present management. But negative response was received and so it formally raised an industrial dispute during early part of 1979 before the R.L.C. (C). Asansol demanding their re-employment. In course of the consequential conciliation proceeding, both the parties agreed in writing in presence of the R.L.C. (C) to hold bilateral mutual discussions between themselves for coming to an amicable settlement. The R.L.C. (C), Asansol accordingly closed the industrial dispute and sent a report dated 19-10-1979 in this line to the Central Government. Subsequently mutual discussions between the parties took place at different levels and stages. But finally on 10-4-1985 the management expressed categorically that it was not in a position to consider re-employment of said retrenched workmen. This union then formally raised another industrial dispute on 3-8-1985 before the R.L.C. (C), Asansol, demanding further implementation of the Tri-partite settlement and also demanding consequential re-employment of the retrenched workers. During the ensuing conciliation proceeding, the management disowned its obligation to honour the tripartite settlement. So the conciliation proceeding failed and the R.L.C. (C), Asansol ultimately submitted a report dated 17-3-1989 regarding failure of conciliation and recommending reference of the industrial dispute covering all the 399 named workers. On consideration of the report of the R.L.C. (C), Asansol, the Ministry of Labour instructed the Dy. C.L.C. (Central), Dhanbad to enquire whether there were grounds or materials in support of the claim that all the 399 persons were retrenched employees of the erstwhile private management. The Dy. C.L.C. (C), Dhanbad verified retrenchment notices in respect of these concerned workmen produced before him by the union and recommended their genuineness. The Central Government accordingly sent this reference in respect of only the concerned workmen named therein.

4. The Union's version :—In consequence of taking over of management of coal mines followed by their nationalisation the Government Company i.e. the E.C. Ltd. became the successor-in-interest of the erstwhile private Owner of Burradhemu Colliery within the meaning of Sec. 18(3) of the Industrial Disputes Act, in respect of the Tri-partite Settlement dated 13-9-1972 and the said settlement has been all along binding on the Government Company. Managements of only running coal mines were taken over under the Coal Mines (Taking over of Management) Act and so also only operational mines were treated as "mines" for the purpose of nationalisation under the Coal Mines (Nationalisation) Act. Burradhemu mining area has been all along in operational running stage. After nationalisation the left out retrenched workmen approached the Government Company to further implement the Tri-partite settlement and to accordingly re-employ them. In response the employ 100 persons out of the retrenched employees. Government Company agreed on 8-4-1974 to re-

But none was offered re-employment much less re-employed. The Government Company's response to the demand for further implementation of the Tri-partite settlement had been always evasive till the last stage. Only in August, 1986 during conciliation proceeding of this industrial dispute, it for the first time disowned its obligation to implement the Tri-partite settlement. It also flouted the provision in Sec. 25-H of the I. D. Act in not offering re-employment to any one of the remaining retrenched workmen, even though a large number of persons were employed by it in Burradhemu mine and in other units. This sponsoring union is competent to raise the industrial dispute particularly because the concerned workmen are now its members. The management must provide re-employment and compensation to all the concerned retrenched workmen.

5. The management's version :— There was never any employer-employee relationship between the parties and so technically speaking the question of any industrial dispute between the parties does not arise. The reference is otherwise not maintainable and is bad in law. Because of special over-riding provisions in the Coal Mines (Nationalisation) Act, it is not legally permissible to treat the Government Company as successor-in-interest of the erstwhile private Owner. Section 18(3) of the Industrial Disputes Act is not applicable to it and the Tri-partite settlement is not binding on it. The sponsoring union has no locus-standi to seek enforcement of the settlement because it was not a party to it. Otherwise also it is not competent to raise the industrial dispute because the concerned workmen were not its members. The workable coal reserves of Burradhemu Colliery were exhausted and the colliery became unfit for operation. Therefore it was closed by the present management with effect from 16-5-1973 and employees working therein at the time of nationalisation were transferred to other collieries/units of the Government Company. The question of physical implementation of the Tripartite Settlement accordingly stands ruled out. On 8-4-1974 another union named Colliery Mazdoor Sabha (AITUC) had of course taken up the matter with the management demanding re-employment of 100 retrenched persons. But the management had not agreed to the demand. After nationalisation additional man-power was not recruited or employed in Burradhemu mine. There was no scope for compliance of the provision in Section 25-H of the I. D. Act. The Government Company is a losing concern and it is saddled with over employment in other collieries. Therefore on moral ground also the company is not in a position to entertain the demand for re-employment. Other units/collieries have nothing to do with the concerned workmen because their erstwhile Owners were different from the previous owner of Burradhemu mine and so subsequent employment if any in other collieries has no relevancy to the reference. The present management's response was never evasive and because of special provision in the Coal Mines (Nationalisation) Act there was no obligation at all on the part of the Government Company to entertain any demand for re-employment of retrenched employees.

6. The following points come up for consideration :—

- (i) Whether the sponsoring union is competent to raise the industrial dispute ?
- (ii) Whether the matter covered by the reference is not an industrial dispute and whether the reference is bad in law or is not maintainable ?
- (iii) Whether the management's plea that Burradhemio mine has been closed since 16-5-73 is acceptable ?
- (iv) Whether enforceability of the Tri-partite settlement against the Government Company is hit by any provision in the Coal Mines (Nationalisation) Act, 1973 and whether the Tri-partite settlement is not binding on the Government Company ?
- (v) Whether the Government Company's response to the demands of the concerned retrenched workmen for further implementation of the Tri-partite settlement and for consequential re-employment to them had been evasive till the stage of conciliation during the second industrial dispute ?
- (vi) Whether there was new employment by the Government Company in Burradhemio mine and whether there was violation of the provision in Section 25-H of the I.D. Act by the present Government Company with regard to the concerned retrenched workmen ?
- (vii) Whether the Government Company's action in not providing re-employment to the concerned retrenched workmen was justified?
- (viii) Whether presently the concerned retrenched workmen are entitled to any relief and if so in what form ?

For better appreciation point Nos. (v), (iii), (iv), (ii) and (i) may be considered in this order before considering point Nos. (vii) & (viii).

7. POINT NO. (v) :

Admittedly there were several discussions at different levels and stages between the management and the sponsoring union over the issue of further re-employment in pursuance of the tripartite settlement. Whatever documents concerning these discussions were available to the union, have been filed by it. The documents are W-8, W-23, W-24, W-17, W-19, W-20, W-4 and W-25 respectively. Contents of the documents would reveal the shifting stands taken by the management.

8. The document marked W-8 is a letter dated 11-1-1979 from the Addl. Chief Personnel Officer to the General Secretary of the Union in response to a letter dated 18-12-1978 by the General Secretary to the Hon'ble Minister forwarding an application signed by 397 retrenched workmen addressed to the Hon'ble Minister demanding their re-employment. (This fact

is reflected by the letter itself). The management expressed in this letter that old records could not be traced out to substantiate that the said retrenched workmen were employed in the colliery and that a Civil Suit by 700 retrenched workers for re-employment had been subjudice. The management also expressed that they had no liability for the persons who were not on the rolls of the previous owner on the date of take-over of the management. The union therefore had to raise a formal industrial dispute before the R.L.C. (C) Asansol demanding re-employment to 399 retrenched employees in pursuance of the tripartite settlement. W-23 is the minutes of the proceedings dated 10-10-1979 during conciliation. It was duly signed by the representatives of the management who participated in the proceeding on behalf of the management. The representatives of the union also signed in it. The minutes reflect that both the parties agreed to hold mutual discussion for a settlement of the dispute. The relevant portion of the minutes is as follows:—

"In the absence of records the management have not been able to get the names and particulars of the retrenched workmen concerned and whether they have got any right of re-employment under Section 25H of I.D. Act, 1947. The union also wanted bonus sheet of the erstwhile owners for the year 1971-72. However, the management agreed to discuss this matter thoroughly with the union and request the union to produce the records in their possession to explore possibilities of settlement. The Union is requested to fix up a date convenient to them and the management and try to settle the case. To enable the parties to have mutual discussion and settlement the case is treated as closed for the present. The parties were agreed to start mutual discussion on 25-10-79 at the office of the General Manager, Dishergarh Area of E.C. Ltd."

The documents marked W-24 is the report of the R.L.C.(C) Asansol dated 19-10-1979 to the Ministry of Labour informing that the parties so agreed and that accordingly the industrial dispute was closed.

9. The remarkable point is that though earlier the management's stand, as communicated vide Ext. W-8 was that it had no liability in respect of persons who were not on the rolls of the previous owner on the date of take-over, subsequently during conciliation of the industrial dispute raised by the union in 1979, it retrenched from this stand and agreed for future mutual discussions to arrive at a settlement of the dispute. If the management would have stuck to their earlier stand, the concerned workmen would have at least got the scope of an early adjudication of their dispute. But by tactically retracting from the earlier stand and by not declaring its stand before the R.L.C.(C), the management prevented the retrenched employees from proceeding ahead with their industrial dispute. By giving the commitment for future mutual discussions, it left the matter hanging and also kept the concerned workmen hoping.

10. The document marked Ext. W-17 is a letter dated 1-4-1981 by the Dy. Personnel Manager to the

General Secretary of the Union forwarding a copy of the minutes of discussion dated 7-3-1980 between the Director Personnel and the management. The minutes of this meeting is not available and the management also did not produce the same. So it is not known what transpired during the said discussion dated 7-3-1980. Ext. W-19 is the minutes of a subsequent discussion dated 10-3-1981. The said discussion was attended by the Dy. Chief Personnel Manager on behalf of the management. On behalf of the Union it was attended by its Secretary and others. As reflected by the minutes, the management expressed that old records of the concerned workmen were not available and that in the absence of the records nothing could be done. Next document i.e. Ext. W-20 is the minutes of a subsequent discussion dated 2-8-1982. It is a high level discussion attended by the Director in-charge (W.D.), and the Personnel Manager (W.D.) on behalf of the management and the General Secretary along with two others on behalf of the Union. It was decided in the meeting that the file would be sent to the Chief Managing Director of the Government Company for his decision and for giving guidelines. Next is the minutes of discussion dated 22-2-1984 between the D.I.C. (W.D.) and the General Secretary of the Union, which is reflected by Ext. W-4. It reveals that the earlier decision to send the file to the Chief Managing Director was not yet carried out and in this meeting the D.I.C. directed the Personnel Manager (W.D.) to prepare the file covering the documents given by the Union. The last in the series of discussions is the meeting dated 21-3-1985 between the D.I.C. (W.D.) and the General Secretary of the Union. Ext. W-25 is its minutes. In that meeting the union was told by the management simply that the company was not in a position to consider the case of re-employment to the concerned retrenched employees. Reasons for not considering the case is not disclosed in the minutes. During conciliation of the second industrial dispute on 25-8-1986, the management vide Ext. W-10 disowned any legal obligation to provide re-employment to the retrenched in pursuance of the tripartite settlement.

11. Different stands taken by the management on the union's demand at various stages, may be summarily reflected as follows :—

Occasion	Mode	Stand
1	2	3
1st	Through letter dated 11-1-79	Old records not available. Matter subjudice. Not liable for persons not in the roll of the previous owner on the date of take over.
2nd	Conciliation meeting dated 10-10-79	Earlier view not adopted and agreed to hold mutual discussion with the union for achieving a settlement.
3rd	Mutual discussion dated 10-3-81	Old records not available and in their absence nothing could be done.
4th	Mutual discussion dated 2-8-82	The file would be sent to the Chief General Manager for his decision and guidelines.

1	2	3
5th	Mutual discussion dated 22-8-84	Earlier decision to refer the file to the C.M.D. not yet carried out. Direction to the Personnel Manager to prepare the file.
6th	Mutual discussion dated 10-4-85.	Government Company not in a position to consider the demand. Reason not disclosed.
7th	Conciliation age dated 25-8-86 during 2nd industrial dispute	No Legal obligation to provide re-employment to the retrenched.

It may be noted that though the management had initially expressed the view that it had no responsibility for persons not on the rolls of the previous owner, it changed the stand and gave a false hope for a settlement of the demand through mutual discussions. It does not explain why it changed its stand and gave the false hope to the poor retrenched workmen. The commitment on 2-8-1982 that the file would be sent to the C.M.D. for his decision was nothing but an act of giving renewed hope. Thus till 10-4-1985 the management kept the matter hanging and went on keeping the poor workmen guessing and constantly in a state of false hope. Even on 10-4-1985, it did not openly declare that it had no legal obligation to honour the demand for re-employment. Undoubtedly the management's response during all these years till 1985 to the concerned workmen's demand for re-employment had been evasive and it kept the matter hanging through constantly false hope to them till then.

12. Point No. (iii).—Only operational mines were covered by both the Coal Mines (Taking over of Management) Act, as well as the Coal Mines (Nationalisation) Act. Apparently Burradhemio mine was in operational stage at the time of take over of its management on 31-1-1973 and at the time of its nationalisation on 1-5-1973. In fact it is the admitted position that at the time of take over of its management and subsequent nationalisation, it was found to be a running mine with six hundred employees working in it.

13. The Management's plea of closure has been specified in para Nos. 2(e) and 5 of the written statement filed by it. Its stand is that workable coal reserves of Burradhemio Colliery became exhausted and that as it became unfit for operation due to such depletion of coal reserves, it was closed down with effect from 16-5-1973. The union disputes this plea and even challenges the management vide para No. 5(viii) of its W.S., to produce the permission of the Government for alleged closure of the mine.

14. Management's witness No. 2 (M.W. 2) is one M. P. Balasi. He had been the Chief Personnel Officer under the erstwhile owner and he was a signatory to the tripartite settlement. After nationalisation he was inducted into the Government Company. The geographical description of the colliery is explained by him in para-2 of his deposition. The colliery had two sections, one being a pit mine and the other being an incline mine. He added in para-8 of his deposition that the pit mine section was named as Burradhemio mine and that the incline mine section was named as East Dhemo mine. For the sake of better operational management, a working mine was sub-divided into different pockets, the pockets being termed as "Districts".

15. Section 5(2) of the Coal Mines (Nationalisation) Act provides that the Government Company would be deemed to be the lessee in respect of the mining lease granted to the owner of a nationalised coal mine. Extent of area leased out to Burradhemio Colliery under the mining lease is of much significance in studying position of coal reserves therein. But it is not disclosed by the management. The technical survey report together with the mine plan reflecting depletion of workable coal reserves in the entire colliery and recommending its closure have also not been produced by the management.

16. Whether workable coal-reserves in the colliery were completely depleted and whether due to such depletion the colliery became completely in-operative since 16-5-1973 are questions of fact and it being the management's plea, the onus

is on it to substantiate the same. But not a single piece of material is produced in support of such versions. The aforesaid M.W. 2 said in para-4 of his deposition that although operation in one district in East Dhemo section was closed due to exhaustion of deposit another district in the same section was made ready for operation, that similarly mining work in Barradhemmo section was to be resumed after the idle period and that accordingly the previous owner started mining operation again in November, 1972. Deposit was exhausted only in a single pocket of one section. Re-starting of mining operation was feasible obviously because deposit-wise rest of the colliery area was in good condition. On the date of nationalisation i.e. on 1-5-1973 it was found operational with six hundred workers working in it. Depletion of coal reserves in a coal mine is a very slow process and it may take many years. It is highly unlikely that such a coal mine would suddenly face total depletion of coal reserves hardly fifteen days thereafter i.e. on 16-5-1973. It is also extremely unlikely that within fifteen days after nationalisation, the newly borne Government Company, which had the sudden responsibility to take care of so many mines and to re-organise them would be able to make full technical study of the mine position and to form a technical opinion that there was depletion of coal reserves in the entire leased area of the mine. Accordingly the plea of depletion of coal reserves is not acceptable.

17. Chapter V-B of the Industrial Dispute Act is applicable to it in the matter of closure of establishment. Section 25-O therein, provides the procedure for closing down an industrial establishment. Mandatory requirements are application in prescribed manner to the appropriate Government for permission at least 90 days before the date of intended closure and simultaneous service of copies of such application on the representatives of the workmen in the prescribed manner. Neither the permission of the appropriate Government for closure of the mine nor the copy of the application is produced by the management. At least particulars like the letter No. and date of the application and the No. and date of the Order of the appropriate Government are also not furnished. The obvious inference would be that there was no application to the Government for closure of the mine much less permission of the Government for closure. Also the gap between the date of nationalisation i.e. 1-5-1973 and the alleged date of closure i.e. 16-5-1973, being hardly fifteen days, the question of giving notice 90 days in advance, does not arise. Accordingly the plea of closure of the mine can not be accepted.

18. In fact during various stages of discussion with the union the management never took the stand that the establishment was closed down. Its only stand was that the mine became inoperative. There is a lot of technical difference between "not operating" and "closure". The earliest response of the management to the union is through its letter dated 11-1-1979, which is marked as Ext. W-8. Therein the management mentioned that though the mine had been working at the time of its take over, mining operations had to be stopped there since 16-5-1973. It did not give the reasons for stopping mining work. The stand in it was not that the mine was closed down. The most important declaration of the management's stand on this matter is in its letter dated 25-8-1986 to the A.I.C. (C), Asansol during conciliation of the second industrial dispute. It has been brought into record as Ext. W-10. The stand on this matter, as disclosed therein, is that though at the time of take-over the colliery was found to be a running mine with 600 employees working therein, it became in-operative from 16-5-1973 due to exhaustion of workable coal reserves therein. It stopped there and it did not say that the mine/establishment was closed.

19. Of-course statement of WW-1 in para 22 of his deposition is that towards the last part of 1973 the Government Company closed the Colliery. Similar is WW-3's statement in Para 11 of his deposition. But the word "closed" used by them should not be understood in its technical sense because, for reasons explained in above para Nos. 16, 17 and 18, the question of "closure" in its technical sense does not arise. Actually what they meant to say was that the mining operation in its original frame was stopped. On consideration of the statement of M.W. 2 that mining operation in Burradhemmo Section of the mine had been stopped during rainy seasons every year and the fact that after nationalisation

individual mines were regrouped by the Government Company thereby discarding previously followed individual operational plans in respect of some mines, it becomes clear that actually it happened i.e. underground operation in this mine in its original frame was stopped by the Government Company at the beginning of the rainy season in 1973 for merging its coal deposit areas through regrouping in a bigger mining project. (Further details in subsequent para Nos. 53 and 54).

20. Be that as it may, the management's plea of closure of the Burradhemmo mine since 16-5-1973 is not acceptable.

21. Point No. (iv).—The management's stand is that because of special over-riding provisions in the Coal Mines (Nationalisation) Act, the Tri-partite settlement is not binding on it. Learned Advocate for the management elaborated the point as follows :

"The Tri-partite settlement is a liability within the meaning of Section 7(1) of the Act and the date of settlement being before the appointed day, Section 7(1) provides protection to the Government Company against the settlement.

Under Section 7(2)(b) of the Coal Mines (Nationalisation) Act, no award, decree or order passed in relation to a coal mines, after the appointed day, but in relation to any matter, claim or dispute which arose before that day is enforceable against the Government Company. The Tri-partite settlement comes within the purview of the word "matter, claim or dispute" appearing in Section 7(2)(b) of Act and it was made before the appointed day. So an eventual award concerning it is not enforceable against the Government Company and as such the settlement itself has no binding effect on the Government Company.

Under Section 7(2)(c) of the Nationalisation Act no liability for contravention of any provision of law, before the appointed day is enforceable against the Government Company. According liability for non-implementation of the settlement before the appointed day is not enforceable against the Government Company in any form. The legal consequence is that the Government Company cannot be made liable for the Tri-partite settlement, on the pretext that it is the successor of the previous owner.

Section 28 of the Act nullifies all earlier inconsistent laws and instruments. The Tri-partite settlement is an instrument under the Industrial Disputes Act and so because of the nullifying provision in Section 28, it is not permissible to impose the settlement on the Government Company."

Learned Advocate for the management also cited the decision in First National Bank Ltd. Vs. Seth San'nal, AIR 1959 (Punjab) 328, to support his contention that the Tri-partite settlement should be treated as liability. He cited also the decision in Kras-Jharriah Coal Co. Ltd. Vs. Merchantile Bank, AIR 1981 (Calcutta) 418, to support his contention that Section 7(1) of the Nationalisation Act gives protection to the Government Company against prior liability of the previous owner.

22. The aforesaid submission call for appropriate understanding of the provisions in Section 7 and 28 of the Coal Mines (Nationalisation) Act. There are seven Chapters in the Act in total consisting of 35 Sections. Chapter I is the preliminary part dealing with short title and commencement of the Act and definitions. Chapter II deals with acquisition of rights of owners of coal mines. Section 7 is in this Chapter. Chapter III is regarding payment of amount to previous owners. Chapter IV deals with managements of coal mines. Chapter V deals with provisions relating to employees of coal mines. Chapter VI is regarding "Commissioners of payments". Chapter VII deals with miscellaneous provisions and Section 28 comes in this Chapter.

23. Section 7 which is in Chapter II dealing with acquisition of rights of owners of coal mines is as follows :

"Central Government or Government Company not to be liable for prior liabilities :

- (1) Every liability of the owner, agent, manager or managing contractor of a coal mine, in respect of any period prior to the appointed day, shall be the liability of such owner, agent, manager or managing contractor, as the case may be, and shall be enforceable against him and not against the Central Government or Government Company.
- (2) For the removal of doubts, it is hereby declared that—
 - (a) save as otherwise provided elsewhere in this Act, no claim for wages, bonus, royalty, rate, rent, taxes, provident fund, pension, gratuity or any other dues in relation to a coal mine in respect of any period prior to the appointed day, shall be enforceable against the Central Government or the Government Company.
 - (b) no award, decree or order of any court, Tribunal or other authority in relation to any coal mine passed after the appointed day, but in relation to any matter, claim or dispute which arose before that day, shall be enforceable against the Central Government Company.
 - (c) no liability for the contravention, before the appointed day, of any provision of law for the time being in force, shall be enforceable against the Central Government or the Government Company."

Section 28 which is in Chapter VII dealing with miscellaneous provision, is as follows :

"Effect of this Act on other laws :—

The provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force or in any instrument having effect by virtue of any law other than this Act, or in any decree or order of any court, Tribunal or other authority."

On the reading Sections 7 and 28 of the Act together, it appears that the provision in Section 28 only serves as a "non-obstacle" clause to the provision in Section 7 of the Act. Section 28 only gives over-riding effect to the provision in Section 7 over other inconsistent laws, instruments and decree or order of court and Tribunal. So Section 28 by itself is incapable of making the Tri-partite settlement not-binding or un-enforceable against the Government Company. It can at best give over-riding effect to the provision in Section 7 of the Act, in spite of inconsistency, if any, with the Tri-partite settlement or with the Industrial Disputes Act under which the settlement has been created.

24. Now coming to Section 7 of the Coal Mines (Nationalisation) Act, it is found that Section 7(2) does not have independent operation of its own. It operates only within the area covered by Section 7(1). That is why Section 7(2) starts with the words "for removal of doubts it is hereby declared that". It serves only to remove certain doubts in the area of operation of Section 7(1). The Coking Coal Mines (Nationalisation) Act, 1972 and the Coal Mines (Nationalisation) Act, 1973 are in "PARI MATERIA" and the provision in Section 9 in the former Act is identical to the provision in Section 7 of the Coal Mines (Nationalisation) Act. Section 9 of the Coking Coal Mines (Nationalisation) Act came for consideration in the decision in "Workmen concerned represented by Bihar Colliery Kamgar Union Vs. B.C.C.L., 1978 (II) LLJ (SC), 17 (para 7)". The following was the decision therein :

"..... Section 9(1) deals with pecuniary and other liabilities and has nothing to do with workmen. If at all it has anything to do with workmen it is regarding arrears of wages or other contractual,

statutory or tortious liabilities. Section 9(2) operates only in the area of Section 9(1) and that is why it starts off by saying "for the removal of doubts it is hereby declared". So, Section 9(2) seeks only to remove doubts in the area covered by Section 9(1) and does not deal with any other topic or subject-matter. Section 9(2)(b) when it refers to "awards" goes along with the words "decrees", or "order". By the canon of construction of *noscitur a sociis* the expression "award" must have a restricted meaning. Moreover, its scope is delimited by Section 9(1). If back wages before the appointed day have been awarded or other sums, accrued prior to nationalisation, have been directed to be paid to any workmen by the new owner, Section 9(2)(b) makes such claims non-enforceable. We do not see any reason to hold that Section 9(2)(b) nullifies Section 17(1) or has a larger operation than Section 9(1). We are clear that the whole provision confers immunity against liability, not a right to jettison workmen under the employ of the previous in the eye of law."

Both the statutes being in "Pari materia", this decision is applicable also in respect of Section 7 of the Coal Mines (Nationalisation) Act. If the spectrum of operation of Section 7(2) as a whole, as explained above, is borne in mind, it becomes clear that the purpose of Section 7(2)(b) is to nullify the effect of any award or decree or order passed against the Government Company after the appointed day if the award or decree or order seeks to enforce liability of the previous owner in respect of any period prior to the appointed day. Necessity for this provision is apparently to prevent enforceability of prior liability of previous owner placed in the guise of a subsequent award, decree or order against the Government Company. Therefore the submission by the learned Advocate for the management on the basis of Section 7(2)(b) of the Act is not acceptable.

25. Similarly the question of applicability of Section 7(2) (c) does not at all arise because the matter under reference does not seek to enforce liability for contravention of any law. The operational scope of Section 7(2) as a whole, being limited to the area covered by Section 7(1), it is not permissible to extend the meaning of Section 7(2)(c) beyond the said area through application of legal fiction or legal hypothesis. So the management's submission on the basis of Section 2(c) of the Act is also not acceptable.

26. Thus now the focus goes to only Section 7(1) of the Act. It may be repeated that according to the contention advanced by the management's learned Advocate, the Tri-partite settlement is a liability within the meaning of Section 7(1) and the date of settlement being before the appointed day, the provision in it provides protection to the Government company against the settlement.

27. Conciliation is one of the dispute resolution techniques provided by the Industrial Disputes Act, 1947. Under Section 12(2) of the I. D. Act, it is the duty of the Conciliation Officer to bring about a settlement of the dispute. The dispute stands settled by the settlement. So in effect, a settlement is nothing but resolution of a dispute through the agreed terms incorporated in it. Settlement of an industrial dispute is a phenomenon under the Industrial Disputes Act and the statute takes care of the phenomenon by providing on whom it would be binding and how long it would stand binding.

28. The aforesaid contention advanced by the management's advocate tends to suggest that all settlements between previous owners and their workmen would cease to be operative with nationalisation of their coal mines. Before the appointed day, the previous owners were the employers in coal mines. If the period of liability in Section 7(1) would be decided by acting on the date of settlement, the Government company would refuse to honour all such settlements on the ground that the same are not enforceable against it. The consequence would be that all settlements entered into by previous owners with their workmen, would automatically cease to be operative after the appointed day. Such a blanket consequence or contingency is definitely not envisaged by Section 7(1) of the Coal Mines (Nationalisation) Act.

29. Section 7 of the Act does not provide immunity to the Central Government or the Government company against all liabilities. The immunity is available against liability of the previous owner only and that too in respect of the period prior to the appointed day. The immunity is not available against liability for any period subsequent to the appointed day, even though the liability may be of the previous owner. Therefore an obligation on the part of a previous owner under a settlement, even if treated as liability, the obligation so far as it relates to the period after the appointed day can be enforceable against the Government company. This is what Section 7(1) of the Act means and the present position should be examined in this light.

30. If the terms in a settlement require any future action by a party, it is obligatory on his part to carry out the same or else he would expose himself for prosecution under Section 25-u of the Industrial Disputes Act. The agreed terms may or may not provide a time limit for carrying out the proposed action. If it is required to be continued upto an indefinite future or is required to be carried out phase by phase over an indefinite period the question of time limit would not arise.

31. Although there are five clauses in the Tri-partite settlement, the substantial terms are in clause Nos. 1 and 2. Vide Clause No. 1, the owner undertook to re-start the mine as early as possible and vide Clause No. 2, the owner undertook to provide re-employment to the retrenched employees phase-wise as per its requirements arising from time to time.

32. Management's witness No. 2 had been working as the Chief Personnel Officer under the previous owner and after nationalisation he was inducted into the Government company. He stated in para 4 of his deposition that mining operation was resumed by the previous owner partly in November, 1972, by re-employing some of the retrenched workers. He added through his deposition in para 10 that roughly 650 retrenched employees were re-employed after re-opening of the mine. In para 12 of his deposition he said that the Tri-partite settlement dated 13-9-1972 was only partly implemented and that he did not know what happened to the other unimplemented part.

33. Clause No. 1 was implemented by re-starting mining work in the mine in November, 1972. The proposed future action in Clause No. 2 of the terms of settlement was not limited to immediate or near future. It did not say that re-employment would be given to all the retrenched employees at a time or immediately. Re-employment was agreed to be given in batches depending on periodical future requirements. The "future" was not limited to any fixed period. Rather it was left open to indefinite period, to make the proposed phase-wise re-employment more practicable. The previous owner had hardly four and half month's time in his hand before the management of the coal mines was taken over by the Government on 31-1-1973. Six hundred retrenched workers were given re-employment during this short period. The hope of re-employment of the remaining retrenched workers did not end there. There is absolutely no provision in the Coal Mines (Nationalisation) Act that with the taking over of management or nationalisation, settlement entered into by previous owner with their workmen, would automatically cease to continue. In law, taking over of management or subsequent nationalisation has nothing to do with continuity of operation of the settlement.

34. Further requirement of man-power in the coal mine could still give scope for re-employment in favour to the remaining retrenched workers. The first clause of the second clause, requiring re-employment to the remaining retrenched workers, was not restricted to the period before the appointed day, i.e. 1-5-1973 and under the settlement the period for carrying out the same was left open. It was not restricted to any time frame, at all, much less to only the period before the appointed day. Rather it was made dependent only on future contingencies of further man-power requirement. As the contingencies would arise so would the action be carried out. Very obviously the period of the proposed action was indefinite future. Therefore even if the

employer's obligation vide clause 2 in the Tri-partite settlement dated 13-9-1972 is treated as "liability", within the meaning of Section 7(1) of the Coal Mines (Nationalisation) Act, it would not come within the purview of the immunity provided in the said provision, because the obligation was not in respect of only the period before the appointed day, but was also for the period subsequent to the appointed day. Liability for the subsequent period is not protected by the immunity. Accordingly the immunity under Section 7(1) of the Act is not available against clause 2 of the Tri-partite settlement.

35. There is yet another reason to support this conclusion. The obligations under clauses 1 and 2 in the settlement were to re-start mining operation in the mine and to provide re-employment to the retrenched workmen in batches, depending on future periodical requirements of manpower in the coal mine. Proposed re-employments to be given in the mine only. It would take sometime to fully re-start mining operation in the mine. With gradual expansion of mining, the manpower requirement in the mine would increase giving scope for more re-employment in future. The previous owner could carry on the process of making the mine fully operational and could expand the operation only if he continued to be the owner of the mine. According to performance of the aforesaid obligations under the settlement, by the previous owner, depended on existence of his ownership over the coal mine, with compulsory transfer of his ownership, his scope for performing the obligations would be lost and in that event he could not be even made personally liable for non-performance of the obligations. Performance of obligations under the settlement being dependent on continuity of ownership over the coal mine, after compulsory transfer of the ownership to the Government company through nationalisation, the said performance would not be, in law, enforceable against the previous owner, because of the "doctrine of frustration". The essential idea upon which the doctrine of frustration is based is that of impossibility of performance of the obligation by intrusion or occurrence of an unexpected event or change of circumstances beyond the contemplation of parties. Section 7(1) very clearly speaks that the liability referred to therein shall be enforceable only against the previous owner. Conversely speaking a liability which is not enforceable in law against the previous owner, does not come within the ambit of Section 7(1) of the Act. The provision therein does not postulate an anomalous situation, where the liability is not enforceable against either the previous owner or the transferee of his ownership i.e. the Government company and where the party having a corresponding right is rendered remediless. Therefore the obligation under clauses 1 and 2 of the tripartite settlement, performance of which by the previous owner is rendered impossible because of nationalisation, does not come within the ambit of the word "liability" appearing in Section 7(1) of the Act. The immunity under Section 7(1) is not accordingly available against clauses 1 and 2 of the Tripartite settlement.

36. What is the meaning of the word "liability" appearing in Section 7(1) of the Act and what is its scope? This is the consequential question automatically flowing from the aforesaid conclusion. Meaning of the word "liability" given in the decision in *First National Bank Ltd. Vs. Sethi Santlal*, AIR 1959 (Punjab) 328, cited by the management's learned Advocate does not answer the question. The decision says that the term "liability" is of large and comprehensive significance and when construed in its usual and ordinary sense in which it is commonly expressed, it expresses the state of being under obligation in law or in justice. This decision is with reference to the share-holder's liability under the Companies Act and it tends to give the meaning of the word "liability" in the context of the Companies Act. What is needed here is not the general

meaning of the word "liability", rather the meaning and its scope, as envisaged by Section 7(1) of the Nationalisation Act.

37. The decision in "workmen concerned represented by the Bihar Colliery Kamgar Union Vs. B.C.U.L." 1978 (11) LLJ 17 (S.C.), which has been referred to earlier in para No. 24, also explains the meaning of the word "liability" in Section 7(1) of the Coal Mines (Nationalisation) Act. Of course the decision is with reference to Section 9(1) of the Coking Coal Mines (Nationalisation) Act, 1972. But both the statutes being in "PARI MATERIA" and Section 9(1) of the Coking Coal Mines (Nationalisation) Act being identical to Section 7(1) of the Coal Mines (Nationalisation) Act, the decision is applicable also to Section 7(1) of the latter Act. Relevant portion of the decision is as follows:—

.....
Section 9(1) deals with pecuniary and other liabilities and has nothing to do with the workmen. If at all it has anything to do with workmen it is regarding arrear of wages or other contractual, statutory or tortious liabilities.

..... We are clear that the whole provision confers immunity against liability, not a right to jettison workmen under the employ of the previous owner in the eye of law."

The logic behind the Apex Court's decision that "workmen" do not come within the meaning of the word "liability", is very clear. If employees and the question of their employment would be treated as "liability", the employees would be thrown out by the Government company on the ground that their right to employment is not enforceable against the Company. By the same logic, the Hon'ble Apex Court's view does not permit inclusion of "retrenched workmen and the question of their re-employment", within the meaning of "liability" envisaged by Section 7(1) of the Coal Mines (Nationalisation) Act. The immunity provided by Section 7(1) of the Act, is accordingly not available against the obligation under the Tri-partite settlement to provide re-employment to the concerned retrenched employees.

38. It is thus found that Section 7 as a whole of the Coal Mines (Nationalisation) Act, read with Section 28 therein is not applicable at all to the Tri-partite settlement dated 13-9-1972 and that the said provisions do not provide any immunity to the Government company against the settlement.

39. Therefore now the position of the Government Company vis-a-vis the erstwhile employer will have to be examined with reference to the Industrial Disputes Act in order to find out whether the Government company is still bound by the settle-

ment because of the provision in Section 18(3)(c) of the I.D. Act as alleged by the Union.

40. Taking over of Managements of Operational coal mines under the Coal Mines (Taking over of management) Act, 1973, was a prelude to nationalisation of coal mines. Under Section 5(1) of the Coal Mines (Nationalisation) Act, on and from the appointed day, all rights, title and interest of owners in relation to the coal mines specified in the schedule of the Act stood transferred to and vested absolutely in the Central Government. In pursuance of the direction by the Central Government issued under Section 5(1) of the Act, the right, title and interest in relation to Burradhemo coal mine vested in the Government company, instead of continuing to vest in the Central Government. Under Section 4(1) of the Act all rights of the owner of the coal mine, under the mining lease granted to him in respect of the said coal mine vested in the Central Government and on and from the date of vesting, the Central Government was deemed to be the lessee in relation to the mine. In pursuance of the provision in Section 5(2) of the Act, consequent upon transfer of the vesting to the Government company, on and from the date of such vesting the Government company was deemed to have become the lessee in relation to the coal mine. For vesting of all such rights of the coal mine owner, an amount specified in the fifth column corresponding to the entry in respect of this coal mine appearing in the Schedule of the Act, was paid by the Central Government under Section 8 of the Nationalisation Act to the owner. The normal consequential effect arising out of such transfer and vesting of the right, title and interest in the coal mine and the transfer of rights arising out of the corresponding mining lease, is that the Government company become the successor of the erstwhile owner of the said Burradhemo Colliery. In the decision in Ankapalla Co-operative Agriculture and Industrial Society Vs. Its Workmen and others, 1962 (11) LLJ, 621 (SC), the Hon'ble Supreme Court laid down certain illustrative tests for determination of the question whether the new employer is the successor of the previous employer for the purpose of Section 18(3)(c) of the Industrial Disputes Act. The present case concerning transfer and vesting of the previous owner's right, title and interest in the operational coal mine and in the corresponding mining lease, satisfies all the illustrative tests laid down by the Hon'ble Supreme Court in the said decision. The consequential legal position is that the Government company is the successor of the erstwhile owner in respect of Burradhemo Colliery for the purpose of Section 18(3)(c) of the Industrial Disputes Act.

41. Section 19 of the Industrial Disputes Act deals with the period of operation of settlements and awards. Under Section 19(1) all settlements shall come into operation on such date as is agreed upon by the parties to the dispute and if no date

is agreed upon, on the date on which the memorandum of settlement is signed by the parties. Section 19(2) lays down how long a settlement would continue to be binding and it is as follows :

“Such settlement shall be binding for such period as is agreed upon by the parties, and if no such period is agreed upon, for a period of six months (from the date on which the memorandum of settlement is signed by the parties to the dispute), and shall continue to be binding on the parties after the expiry of the period aforesaid, until the expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party or parties to the settlement.”

Admittedly there is no notice from any party for termination of the Tri-partite settlement. Accordingly binding effect of the settlement on the parties to it still continues under Section 19(2) of the I.D. Act. Section 18(3) of the said Act specifies the parties on whom a settlement arrived at in course of a conciliation proceeding, shall be binding. The provision in Section 18(3)(c) is that if the employer is party to the settlement, it shall be binding also on his successor in respect of the establishment to which the dispute relates. It has been found now that the Government company is the successor of the erstwhile owner in respect of Burradhem colliery for the purpose of Section 18(3)(c) of the Industrial Disputes Act. Therefore the consequential position is that the Tri-partite settlement dated 13-9-1972 still continues to be binding and that the Government company i.e. the E.C.L. is bound by the settlement.

42. POINT NO. (ii).—The Management's initial technical objection is that there was never any employer—employee relationship between the parties and that accordingly the question of any industrial dispute between the parties does not arise. But it is now found in point No. (iv) that the tripartite settlement for providing possible re-employment in future to the retrenched workmen, still continues to be binding and that the Government company i.e. the E.C.L. is bound by the settlement. Also the definition of “Workman” given in Section 2(s) of the I.D. Act, includes for the purpose of any proceeding under the Act, in relation to an industrial dispute, such person whose retrenchment has led to that dispute. The relevant requirements for constituting an industrial dispute, as defined in Section 2(k) of the I.D. Act, accordingly stand satisfied.

43. On reference to the pleadings of the parties the actual dispute or the point on which the parties are at variance, becomes prominently clear. It is settled position that the tribunal can take the aid of pleadings to understand the actual point of

dispute, if it is not accurately reflected by the reference (D.C.M. Co. Ltd. Vs. Workmen, AIR 1967 SC 469). Here the actual dispute under the reference is not a case of simple non-implementation of a binding settlement. It centres on the question whether the settlement is binding on the management. Simple non-implementation of a binding settlement is one proposition and questioning the binding effect of the settlement itself is altogether a different proposition. There is a lot of difference between both the propositions. The scheme of the I.D. Act does not provide any direct remedy against deliberate non-implementation of a settlement by the management. Fear of prosecution U/s. 25-u of the Act for the unfair labour practice vide item 13 of schedule (v)(i) of the Act arising out of the non-implementation, may act as a deterrent. But prosecution of the defaulting employer does not give the desired physical relief to the workmen. Loss suffered for not getting the agreed physical relief may become the subject matter for another industrial dispute. The question of an alternate relief may also become the subject matter of another industrial dispute. Both the questions are involved in this reference. So even if refusal by the Government Company to honour the settlement is taken as a case of simple non-implementation, the matter covered by the reference becomes an industrial dispute. Apart from that actually it is not a case of simple non-implementation. The binding effect of the settlement itself is questioned here. During conciliation proceeding the management categorically adopted the stand that it was not bound by the settlement, because of some alleged provision in the Coal Mines (Nationalisation) Act. The thrust of the management's stand being on this question, it stands covered by the reference as the basic point. Another question of fact directly involved in this reference is whether any more re-employment can be given.

44. Therefore the matter covered by the reference is an industrial dispute and it is not bad in law or non-maintainable.

45. POINT NO. (i).—Admittedly the concerned workmen were not members of this trade union at the time of the tripartite settlement. They became its members later on. The General Secretary of the union who has been examined as W.W. 3 deposed in para 3 of his statements that the concerned workmen became members of his union some time before 1978. W.W. 1 was an office bearer of the previous union which brought the tripartite settlement. He disclosed in para-23 of his deposition that the concerned workmen were members of the previous union i.e. I.N.T.U.C., but subsequently after nationalisation all of them became members of the Koyala Mazdoor Congress because the I.N.T.U.C. could not provide security to them. There is no material from the side of the management to counter the aforesaid statements of W.W. 1 and W.W. 3 that the concerned workmen became its members

at some stage after nationalisation. On the contrary, as reflected by the available documents, this union started taking up the cause of these concerned workmen with the management right from 1978 and the management had entertained the present union's approaches, thereby indirectly accepting that it was competent to raise the concerned workmen's demands. The dispute arose because the management refused to honour the tripartite settlement and during the said period the concerned workmen were members of this union. So the sponsoring union is competent to raise the industrial dispute.

46. POINT NO. (vi).—The union has not adduced a single piece of material in support of the allegation that there was new recruitment in the mine. Hence the allegation by the union concerning this point fails.

47. POINT NO. (vii) & (viii).—The answer in point No. (iv) is that the tripartite settlement dated 13-9-1972 still continues to be binding and that the Government Company is bound by it. It is an employment related settlement and it appears to be very practical and fair. It does not at all cast any undue burden on the management. The essential clauses in the settlement are that the management would re-start operation in the colliery and that it would offer re-employment to the retrenched employees phase-wise depending on future manpower requirements in the coal mine. The mining operation was partly re-started in November 1972 in pursuance of the settlement and some 600 retrenched employees were taken back. Its management was taken over by the Central Government only 2-1/2 months thereafter and soon followed the nationalisation. Apparently the erstwhile owner did not get sufficient time to pursue full implementation of the settlement. The Government Company being its successor, all that was required from the Company under the settlement, was honest and good efforts to explore avenues for more employment in the colliery, if necessary by undertaking modification and expansion of the existing operational plan or by adopting possible new integrated mine plan and design for the whole leased area of Burradhemo colliery, so that some more retrenched employees could be rehabilitated.

48. In the event of transfer or take over of a running industrial establishment, the most pragmatic and positive approach by the successor, to earlier settlements by the previous owner with workmen of the Establishment, would be to honour the settlements at least with effect from the date of transfer or take-over instead of hiding the responsibility behind hypothetical legal technicality. This approach is more essential for the sake of better industrial with an open and positive sense can easily appreciate advisability of this practical proposition.

49. But unfortunately here the Government Company did not respond with this positive management-practice to the demand of the retrenched employees for further implementation of the tripartite settlement. Instead of making efforts for implementation of the settlement, it reacted more with an old fashioned bureaucratic mind, always ready with pleas and pretexts, at times incorrect and unfounded, to avoid taking responsibilities.

50. It may be recalled that its earliest response in the matter was communicated through a letter dated 11-1-1979. It was a negative response for three composite reasons, all of which were unfounded. The reasons were non-availability of old records, demand for re-employment allegedly pending for decision in the local civil court and alleged non-liability for persons not in rolls of the previous owner on the date of take-over. The plea of non-availability of old records was baseless because if the Statutory 'B' form register required to be maintained under the Mines Act for reflecting details of persons employed, had not been really available, the company could have acted on retrenchment notices available with the retrenched employees. The suit filed by the retrenched employees demanding re-employment was already dismissed for want of jurisdiction in May, 1978 i.e. about seven months earlier. The plea of non-liability for persons not on the rolls of the previous owner was an unfounded pretext, because the fact remained that the Government Company was bound by the settlement.

51. It may be further recalled that subsequently during pendency of the industrial dispute before the R.L.C.(C), Asansol, the Government Company changed its stand, obviously because its reasons were incorrect and unfounded, and agreed for mutual discussions for arriving at a settlement, thereby giving a false hope to the concerned workmen. As explained earlier in para Nos. 9, 10 & 11, the Government company went on keeping the matter hanging and constantly kept the concerned workmen in a state of false hope and guessing till 10-4-1985, when it expressed that it was not in a position to consider the demand for re-employment. During the second industrial dispute in 1986 it raised the untenable legal pretext of no liability in law. If this was the opinion of the Government company and if it intended not to implement the settlement, why then it kept the matter hanging constantly through false hope to the concerned workmen till April, 1985? This course of action appears to be unfair and unbecoming of a public sector management.

52. The matter would have been otherwise, if in spite of sincere efforts to further implement the settlement, no scope for more employment could be found. Far from taking sincere steps for expansion of mining in the colliery, if necessary through

diversification of the underground operational plan or by adopting possible new integrated underground mine plan, so as to reach new seams of coal, for both the Sections of the mine, mining operation in the colliery was stopped on 16-5-1973 i.e. before commencement of rainy season in 1973 to merge its coal deposit area with adjoining coal fields through regrouping of mines. As now found under point No. (iii) (vide para Nos. 16 & 19) the mining operation was so stopped not because of depletion of coal reserves, rather because of such merger of its coal deposit area.

53. Untruth in the plea of exhaustion of workable coal reserves in the colliery and in the plea of alleged closure of the mine, has been amply clarified under point No. (iii). The version of depletion of coal reserves was not adopted by the management as its stand either in its earliest response communicated vide its letter dated 11-1-1979 (Ext. W-8) or at any stage of the various mutual discussions it had with the union at different levels and on different occasions during all the seven years from 1979 to 1985. It was raised for the first time during conciliation of the second industrial dispute in 1986 (vide Ext. W-10). The course of action of keeping the concerned workmen constantly in a state of false hope during all the seven years, put the Government Company in its own trap, where it found itself defenceless against the accusation of deliberately not promoting physical scope in the colliery for re-employment of more persons there, in pursuance of the tripartite settlement. It is only then the plea of depletion of coal reserves was advanced. Obviously the ruse was adopted at that belated stage in an attempt to provide a defense against this accusation.

54. Nationalisation put so many collieries and virgin coal mines in the hands of the Government Company. Before nationalisation different collieries were owned by separate persons. Therefore operation of each colliery before nationalisation was separate. But the Government Company being the owner of all the collieries, it had the option of regrouping the mines for more advantageous operational plan, design and system. In fact it is the admitted position that the coal mines were re-organised and re-grouped. It is also the accepted position that in this belt most of the mines and particularly in this area all the mines are underground mines. Operation of the re-grouped mines might have necessitated abandonment of previously followed separate operational plan and design in respect of some individual mines. It appears that the previous individual operational plan was discarded with a view to club the coal deposit area of the colliery with adjoining coal mines, for designing a more advantageous project. The part-II confidential F.O.C. report submitted by the A.L.C. (C), Asansol, to the appropriate Government in respect of the second industrial dispute shows that actually the same happened. The A.L.C. (C) reported that though Burradheмо Colliery as such

was no more separately operated, a project named Narsamunda-Burradheмо-Ramjiwanpur had been run by the Government Company. (The record of the conciliation proceeding by the A.L.C. (C) was called for reference during adjudication vide order dated 6-5-1992 by this tribunal.)

55. The Government Company did not take any step at all for implementing the unfulfilled part of the tripartite settlement, though bound by it. It may be repeated that the matter would have been otherwise, if the Government Company would have gone for implementation of the unfulfilled part of the settlement by taking all kinds of sincere steps to explore avenues for re-employment to more persons and would have failed to provide it in spite of such sincere efforts. But the Government Company deliberately opted not to go for implementation of the unfulfilled part of the settlement.

56. Negative attitude by employers towards implementation of awards and settlements has presently become the general disposition. So much so that they would prefer to put whole attention on litigations to thwart the demand for implementation than on promoting better industrial relations (one of the basic factors on which productivity depends), by honouring awards and settlements. Cognizance of this trend can be taken.

57. Be that as it may, non-implementation of the unfulfilled part of the tripartite settlement by the Government Company and the course of action resorted to by it for avoiding the implementation is totally unjustified.

58. It is the admitted position that on 8-4-1974 another union had taken up the cause of the left out retrenched employees with the present management. It is also the admitted position that most of them filed a civil suit in the local civil court in 1974 claiming fulfillment of their demand against the Government Company and the suit was contested by the Government Company. (At least the certified copy of the judgement by the civil court i.e. Ext. W-2 would show it). That the civil court had no jurisdiction is another matter. But the fact remains that right from 1974 the concerned retrenched workmen have been demanding implementation of the unfulfilled part of the tripartite settlement by the Government Company and it has been thwarting their demand since then.

59. There was one industrial dispute in the early part of 1979 for the said demand and it ended in an agreement between both sides for mutual discussions to arrive at some sort of settlement. The Government Company kept the matter hanging and kept the concerned retrenched workmen in a state of false hope, constantly for seven years and lastly in 1985 refused to meet their demand even partly. Then came the second industrial dispute, where the company resorted to the legal plea of no-liability

in law. The reference was sent to the Tribunal for adjudication in 1989. The Government Company unnecessarily and fruitlessly preferred a writ application in the Hon'ble Calcutta High Court against an interim and interlocutory order dated 15-7-1992 by the Tribunal refusing to take up preliminary hearing on the point of "maintainability of the reference" and due to this writ application the adjudication could not proceed further till 20-9-1994 when the writ application was dismissed by the High Court.

60. Demand by the concerned retrenched workmen can not be termed stale because right from 1974 they have been continuously fighting for their cause, in spite of all sorts of attempts by the management at every stage to thwart their demand.

61. The physical scene must have undergone much change during all these twenty four years. The integrated Narsamunda-Burradhem-Ramji-wanpur Project, with which the Burradhem mining lease area had been apparently amalgamated for new operational plan, as explained earlier in para No. 54, might have lost its potency for absorption of more man-power due to gradual exhaustion and even though best possible efforts scope may not be found now to employ more persons there. Many of the concerned retrenched workmen must have by now become old, some out of them might have lost their physical fitness and a few may not be even alive.

62. Would simple direction for implementation of the settlement now, constitute appropriate relief? What is the scope of jurisdiction of the Tribunal in awarding appropriate relief in such a state? Can any alternate relief be at all awarded and if so, what relief would be appropriate? These questions call for anxious consideration.

63. Jurisdictional scope of Industrial Tribunals in awarding appropriate reliefs, has been well explained by the Hon'ble Apex Court through a series of decisions. In the decision in "Western India Automobile Association -Vrs- Industrial Tribunal Bombay, A.I.R. 1949 F.C. page 111," it was held by the Federal Court that adjudication does not mean adjudication according to strict law of Master and servant and that an adjudicator's award may contain provisions for settlement of a dispute which no court could order if it was bound by ordinary law. In the decision in "Bharat Bank Ltd. -Vrs- Bharat Bank Employees Union, A.I.R. 1950 S.C. page 188," Hon'ble Justice B. K. Mukherjee held as follows :—

"We would now examine the process by which an Industrial Tribunal comes to its decisions and I have no hesitation in holding that the process employed is not judicial process at all. In settling the disputes between the employers and the workmen, the function of the Tribunal is not

confined to administration of justice in accordance with law. It can confer rights and privileges on either party which it considers reasonable and proper, though they may not be within the terms of any existing agreement. It has not merely to interpret or give effect to the contractual rights and obligation of the parties. It can create new rights and obligations between them which it considers essential for keeping industrial peace. An industrial dispute as has been said on many occasions is nothing but a trial of strength between the employers on the one hand and the workmens' organization on the other and the Industrial Tribunal has got to arrive at some equitable arrangement for averting strikes and lock outs which impede production of goods and the industrial development of the country. The Tribunal is not bound by the rigid rules of law. The process it employs is rather an extended form of the process of collective bargaining and is more akin to administrative than to judicial function. In describing the true position of an Industrial Tribunal in dealing with labour disputes, this Court in *Western India Automobile Association v. Industrial Tribunal, Bombay*, quoted with approval, a passage from Ludwig Teller's well known work on the subject, where the learned author observes that 'industrial arbitration may involve the extension of an existing agreement or the making of a new one or in general the creation of new obligation or modification of old ones, while commercial arbitration generally concerns itself with interpretation of existing obligations and disputes relating to existing agreements.' The views expressed in these observations were adopted in its entirety by this Court."

In the decision in "*State of Madras -Vrs- C.P. Sarathi A.I.R. 1953 S.C. page 53*," the Hon'ble Apex Court explained the position further by referring to the scheme of the Industrial Disputes Act and held as follows :—

"This conclusion derives further support from clause (a) of Section 10(1) which provides in the same language for the reference of the dispute to a Board for promoting a settlement. A Board is part of the conciliation machinery provided by the Act, and it cannot be said that it is necessary to specify the dispute in referring it to such a body which only mediates between the parties who must, of course, know what they are disputing about. If a reference without particularising the disputes is beyond cavil under

clause (a), why should it be incompetent under clause (c). No doubt, the Tribunal adjudicates, whereas the Board only mediates. But the adjudication by the Tribunal is only an alternative form of settlement of the disputes on a fair and just basis having regard to the prevailing conditions in the industry and is by no means analogous to what an arbitrator has to do in determining ordinary civil disputes according to the legal rights of the parties.

* * *

The scope of adjudication by a Tribunal under the Act is much wider as pointed out in the Western India Automobile Associations case, and it would involve no hardship if the reference also is made in wider terms provided, of course, the dispute is one of the kind described in Section 2(k) and the parties between whom such dispute has actually arisen or is apprehended in the view of the Government are indicated either individually or collectively with reasonable clearness."

The same view was endorsed by the Hon'ble Apex Court in the decision in "Rohtas Industries Ltd. Vrs. Brijnandan Pandey A.I.R. 1957 S.C. page 1." where it was held as follows :—

"There is undoubtedly a distinction between commercial and industrial arbitration. As has been pointed out by Ludwig Teller (Labour Disputes and Collective Bargaining) Vol. I, page 536 :

"industrial arbitration may involve the extension of an existing agreement, or the making of a new one, or in general the creation of new obligations or modifications of old ones, while commercial arbitration generally concerns itself with interpretation of existing obligations and disputes relating to existing agreements."

A Court of law proceeds on the footing that no power exists in the courts to make contracts for people; and the parties must make their own contracts. The courts reach their limit of power when they enforce contracts which the parties have made. An Industrial Tribunal is not so fettered and may create new obligations or modify contracts in the interest of industrial peace, to protect legitimate trade union activities and to prevent unfair practice or victimisation."

ation, (iii) Investigation, (iv) Voluntary arbitration and (v) Adjudication. Normally adjudication starts where conciliation fails. The ultimate aim of both is same; settling Industrial Disputes. Therefore, as aptly observed by the Apex Court, industrial adjudication is simply an alternate form of settlement of disputes on just and fair basis and is an extension of the collective bargaining process. Existing agreement between the parties cannot accordingly limit the jurisdictional scope of the Industrial Tribunal.

64. The Government Company amalgamated the Burradhemmo mining lease area with the Narsamunda-Burradhemmo-Ramjiwanpur project. It also committed the unfair labour practice of not implementing the unfulfilled part of the tripartite settlement, vide item No. 13 in schedule (V) (I) of the I.D. Act for twenty four years. It thwarted the demand for implementation of the unfulfilled part at every stage right from 1974 through all sorts of attempts, even going to the extent of falsely agreeing before the R.L.C. (C), Asansol in 1979 to have mutual discussions with the union for bringing an amicable solution to the demand, although its real intention was to totally dishonour the settlement. It used the mutual discussions to keep the matter hanging for seven years upto 1985, never bothering that giving wrong hope to the unfortunate workmen was not fair. It also misused its legal armory with a view to delay the process of adjudication by baselessly filing a writ application in the High Court against an interlocutory order by the Tribunal.

65. As explained earlier in para No. 61, the physical scene is now much changed. Even though the tripartite settlement was in relation to Burradhemmo mine only, the Narsamunda-Burradhemmo-Ramjiwanpur project could be brought within the settlement's operational fold because the Burradhemmo mining lease area was amalgamated with the project. But its potency must have been by now lost. Presently nothing can be done for the concerned retrenched workers who have become old or have lost their physical fitness. Nothing can also be done for dependants of those who are no more alive. And the Government Company is squarely responsible for this situation.

66. So simple direction for implementation of the unfulfilled part of the tripartite settlement now, would not constitute appropriate solution to the problem. On the contrary it would provide an opportunity to the Government Company, for taking advantage of the physical situation arising out of its own deliberate conduct of not implementing the unfulfilled part of the settlement for the last 24 years and to thereby say again that nothing can be done now for the retrenched workmen under the settlement. It would also provide an opportunity to the Government Company to accordingly legitimatise the related unfair labour

Principal dispute resolution techniques are (i) Collective bargaining, (ii) Conciliation and medi-

practice committed by it during these twenty four years. Such a direction would also amount to virtually closing all avenues for the unfortunate retrenched workmen who are physically still eligible for re-employment in getting any relief for the consequential losses sustained by them because of the unfair labour practice committed by the Government Company for the last 24 years. But at present not many would be within the eligibility range for re-employment, i.e. below the age of superannuation and physically fit. The workers who were in the age group of twenty to thirty years at the time of retrenchment i.e. in June, 1972 may come within this eligibility range. On assuming that the concerned workers were of different age groups such as (i) twenty to thirty, (ii) thirty to forty and (iii) forty to fifty and that each group's strength was of equal proportion, it appears that **presently the** number of those concerned retrenched workers below the age of superannuation and physically fit would be hardly seventy to eighty or at best a little less or more. After some years or may be even in a few years, they would also become old and unfit.

67. It is not known how many retrenched workers would have got re-employment, had the company gone for implementation of the unfulfilled part of the settlement. It could be all the above roughly seventy retrenched workmen still within the eligibility range or even more number of persons or might be less. For making a rough estimation of their number, it may be recollected that the total man-power strength in the pre-nationalised mine was twelve hundred workers, that in five months after their mass retrenchment only half of them were taken back and that before anything more **could be done by the previous owner, taking over** of management and nationalisation took place. There was little time in the hands of the previous owner for further expansion of mining work. The re-intake was only half of the previous man-power strength. With a little insight it can be easily appreciated that if development of the coal mine to reach other seams of coal deposit and expansion of mining operation had been sincerely taken up, necessity of at least a part of the other half of man-power strength would have definitely come up. It can be reasonably inferred that re-intake of roughly one hundred more retrenched workers could have been made possible.

68. **The total number of such of the concerned** retrenched workers who are still within the eligibility range i.e. below the age of superannuation and physically fit, as assessed earlier, is not more than this figure of one hundred. Their re-employment through implementation of the unfulfilled part of the settlement, would have provided livelihood and social security to them through out these twenty four years. The continued unfair labour practice of not implementing the settlement, dep-

rived them from getting their rightful livelihood and social security during this long period. It is not permissible for the perpetrator of the unfair labour practice to now say that re-employment under the Government Company was not last hope and that they must have taken up some avocation somewhere for their survival. Rather it must put up its best to soon make up for the consequential prolonged sufferings sustained by them on account of its continued unfair labour practice, by readily providing social security to them in the form of re-employment wherever they can be suitably placed in any colliery under the Government Company's control and till such re-employment is secured, in the form of a lump sum payment and monthly subsistence allowance to them. Compared to their prolonged consequential sufferings, the benefit of social security/re-employment to be provided now is meager because almost all of them being now fairly aged, they would reach the age of superannuation after hardly a few years and because accordingly the benefit would be available to them for only those a few years.

69. It ought to be clarified here that what is required to be done by the Government Company now, is not as a measure of penalty for the unfair labour practice perpetrated by it over the long period. It did not discharge its obligations under the settlement and in the changed situation presently prevailing, the obligations are no more available in their original form to be performed. The remedy is imposition of justly and fairly re-shaped obligations and the Government Company must perform the same. So far as the forced litigation is concerned, the Company may be called upon to pay costs.

70. Attitude of the management being what is noticed earlier, the scheme for providing social security/re-employment to those still within the eligibility range i.e. below the age of superannuation and physically fit, should be carefully framed to make it fool-proof against devices and methods aimed at preventing flow of the desired physical benefit to them.

71. Who are the concerned retrenched workmen still below the age of superannuation and how to identify them? The task of knowing their age is really problematic. The Government Company says that records concerning employment under the previous employer are not available. Question of school-leaving certificates reflecting dates of birth, does not arise in case of illiterate or semi-literate mazdoors. Some of the persons who had school education, might have in the mean while lost their school-leaving certificates. External appearance may not be of any help in assessing age, because constant deprivation would quicken aging process. For the same reason radiological or ossification test may

also carry greater error margin. The question of identification is also very difficult because, as deposed by WW-I, who himself was an employee under the previous employer, in para 16 of his deposition, the previous employer did not issue identity cards or P.F. Cards.

72. A similar problem of identification after lapse of a long time came up for consideration by the Hon'ble Apex Court in the decision in "Food Corporation of India Workers' Union -Vrs.- Food Corporation of India and another 1996 Lab. I.C. 2047 (S.C.)", to solve which the following direction was given by the Apex Court in para 16 of the judgement :—

"Taking into account the totality of the facts and circumstances and to do complete justice in the matter, we hold that the only way to resolve the issue is to direct the appellant. (Trade Union), through a responsible office bearer, duly authorised, to identify the persons, whose identity are questioned or disputed by the management. On such identification being made by the appellant, the management shall reinstate them in service forth-with and also continue to employ such workmen, who shall be entitled to all rights, liabilities, obligations and duties as prescribed for the workmen by the corporation, as held by this court in C.A. No. 1055(NL) | 81 dt. 28-2-1985. We would like to stress the fact that the concerned officer of the appellant-union, should act with extreme candour and circumspection. If it turns out later, that any lapse or fraud in the matter was attempted or perpetrated, the concerned official of the union along with the persons identified will be liable to prosecution and further penalties."

This approach is very logical because the union office-bearers or activists are supposed to be physically acquainted with the concerned retrenched workmen since so many years and in course of such physical acquaintance they are expected to know facts concerning their lives. It may be recollected here that retrenchment notices were obtained by the union's office-bearers from the custody of the respective retrenched workmen and were produced before the Dy. C.L.C.(C), Dhanbad, for checking by him at the stage of opinion-formation by the Central Government. Therefore the union activists are competent to physically identify them and also to certify their age. Physical identification of the retrenched workmen still below the age of superannuation should be accordingly left to be certified by only the Union through its duly authorised and responsible office-bearers. This task should be taken up by the union keeping in mind the caution that any lapse or fraud in the matter perpetrated by the

concerned official of the union would expose himself along with the persons identified to prosecution and further penalties. The Government Company shall accept and act upon physical identifications made by the union.

73. Similarly actual age of the eligible retrenched employees shall also be certified by the union and the age so certified by the union shall be accepted and acted upon by the management. If age of any retrenched workman certified by the union appears, through external appearance, to be palpably incorrect, his case shall be decided by radiological or oscification test through the company's Medical Board. However, if the age opined by the Medical Board differs from the age certified by the union by only four or five years, the age certified by the union shall prevail and the same shall be acted upon by the management.

74. As regards the question of physical fitness, the certificate of general physical fitness of a retrenched workman issued by a registered Medical Practitioner shall be accepted and acted upon by the management. However if any particular job requires a specific higher standard of physical fitness, the concerned retrenched workman likely to get the job shall be examined by the company's Medical Board to ascertain his physical fitness for the job. If he shall be found physically unfit for the particular job, he shall be offered an alternate job to suit his physical fitness.

75. Concluding Observations and Directions :— Non-implementation of the unfulfilled part of the tripartite settlement dated 13-9-1972 by the Government Company i.e. the Eastern Coalfields Ltd. closing all chances of re-employment of the concerned retrenched workmen and the course of action resorted to by it for avoiding responsibility under the tripartite settlement are improper and unjustified. The E.C. Ltd. perpetrated the unfair labour practice specified in item No. 13 in schedule (v) (1) of the Industrial Disputes Act, by not implementing the unfulfilled part of the tripartite settlement.

76. Such of the concerned retrenched employees who are presently below the age of superannuation and still physically fit, estimated earlier vide para No. 66 to be roughly seventy in number, now stand entitled to re-employment by the Government Company in any category or class at any place or in any colliery under the Company's control and till such re-employments are secured; to lump sum payment of Rs. 7,000/- (Rupees seven thousand) to each and a monthly subsistence allowance of Rs. 1,000/- (Rupees one thousand only) each beginning from the month in which the list of such employees is furnished by the union to the Government Company, after enforceability of the award. Payment of the monthly subsistence allowance shall continue till completion of the age of sixty years,

if the company avoids to provide re-employment to any body.

77. Within one month from the date of enforceability of the award i.e. the date following expiry of thirty days from publication of the award in the Gazette, the union shall furnish a list of all the above employees in duplicate, to the Chief Managing Director of the E.C.L. and shall simultaneously furnish a copy of the list to the Director Personnel of the Government Company. The list shall contain particulars like (i) Full names of the said retrenched employees, (ii) Full names of their respective fathers, (iii) Their complete respective present addresses, (iv) Their complete respective permanent addresses and (v) Their respective age, giving completed number of years and months.

78. Data and informations furnished in the list shall be certified by one or more office-bearers of the union duly authorised by it to certify physical identification and age of the aforesaid retrenched employees, to be true and correct to his|their knowledge and he|they shall indicate his|their full name(s), respective father's name, his|their complete present and permanent address and designation of the respective office of the union occupied by him|them in the certificate.

79. Particulars of each workman like the full name, father's name, complete present and permanent address and the present age in completed years and months shall be furnished in separate format which shall be signed by the workman and to the top of which a recent pass port size photograph of the said workman shall be affixed. The signature of the workman and also his photograph shall be duly identified by the office-bearer of the union by his endorsement below the signature and on the photograph.

80. Such completed formats in respect of all the aforesaid employees and respective certificates of general physical fitness issued in favour of every such individual workman by a registered medical practitioner shall be annexed to the aforesaid lists to be submitted to the Chief Managing Director and to the Director Personnel of the Government Company.

81. On receiving the aforesaid lists of retrenched employees still eligible for re-employment submitted by the union in the manner indicated above, the Government Company shall act on the same and shall directly offer suitable re-employments to them in any category or class at any place or in any colliery under the Government Company's control, within two months from the date of receiving the list. In the event of delay beyond this period of two months in offering the re-employments, the Government Company shall make immediate payment of a lump sum of Rs. 7,000/- (Seven thousand) each and also pay and continue to pay monthly

subsistence allowance of Rs. 1,000/- (Rupees one thousand) to each of them beginning from the month next following this period of two months, until the re-employments are secured.

R. S. MISRA, Presiding Officer

नई दिल्ली, 17 दिसम्बर, 1998

का. प्रा. 44—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्डनेन्स फैक्ट्री के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-12-98 को प्राप्त हुआ था।

[नं. एष.-- 14012/110/91--आई.आर. (डी.यू.)]

क. बी. बी. उषणी, अवसर सचिव

New Delhi, the 17th December, 1998

S.O. 44.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Ordnance Factory, Jabalpur and their workman, which was received by the Central Government on the 17-12-98.

[No. L-14012/110/91-IR(DU)]

K.V.B. UNNY, Under Secy.

अनुबन्ध

केन्द्रीय औद्योगिक अधिकरण एवं श्रम न्यायालय,

जबलपुर म.प्र.

डी.एन. दीक्षित

पीठासीन अधिकारी

प्र.कं. सीजीआईटी/एलसी/आर 172/93

श्री एम.एल. राजपूत,

जनरल सैक्रेटरी,

मजदूर संघ, आयुध निर्माणी,

टाईप-ए/1/1, इस्टलेण्ड इन्स्टेट,

आर्डनेन्स फैक्ट्री, कटनी

जिला जबलपुर-482001 (म.प्र.)

विरुद्ध

महाप्रबन्धक,

आर्डनेन्स फैक्ट्री, कटनी

जिला जबलपुर (म.प्र.)

अवार्ड

दिनांकित 2-12-1998

1 भारत सरकार, श्रम मंत्रालय, नई दिल्ली ने अपने आदेश सं. एल-14012/110/91-आई.आर. (डी.यू.) दिनांक

प्रार्थी

प्रतिप्रार्थी

26-0-93 के द्वारा निम्नलिखित विवाद निराकरण हेतु इस अधिकरण को भेजा है :—

अनुसूची

“क्या प्रबंधक आई.एस. फैक्ट्री, कटनी जिला जबलपुर (म.प्र.) के प्रबंधकों द्वारा श्री ए.के. श्रीवास्तव, फिटर-सी को मिलराइट व्यवसाय में प्रशिक्षण प्राप्त कर लेने के पश्चात् भी मिलराइट ‘सी’ के के पद पर पुनर्पदनामन (रिइंजिनेशन) न करने की कार्यवाही न्यायोचित है। यदि नहीं तो संबंधित कर्मकार किस अनुतोष का हकदार है।

2. श्रमिक दिनांक 31-7-98 को न्यायालय में उपस्थित हुआ और उसमें स्वयं यह प्रत्येदन दिया कि वह वर्तमान प्रकरण नहीं चसना चाहता।”

3. प्रबंधन के पक्ष में प्रवाद दिया जाता है। दोनों पक्ष इस प्रकरण का अपना-अपना व्यय वहन करें।

4. नियमानुसार प्रवाद की प्रतिर्पा भारत सरकार, श्रम मंत्रालय, नई दिल्ली को प्रेषित की जाती है।

डी.एन.दीक्षित, पीठासीन अधिकारी

नई दिल्ली, 9 दिसम्बर, 1998

का.पा. 45 :—प्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार में इंडियन एयरलाइन्स लि. के प्रबंधकों के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट प्रौद्योगिक विवाद में केन्द्रीय सरकार प्रौद्योगिक अधिकरण (सं. -1), मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-12-98 को प्राप्त हुआ था।

[सं. एन.—11012/2/92-आई.आर. (सी-1)]
श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 9th December, 1998

S.O. 45.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. I), Mumbai as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. Indian Airlines Ltd. and their workman, which was received by the Central Government on 9-12-1998.

[No. L-11012/2/92-IR (Misc.)/IR-(C-I)]
S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice R. S. Verma, Presiding Officer.

Reference No. CGIT-1/15 of 1994

PARTIES :

Employers in relation to the management of Indian Airlines

AND

Their workmen.

APPEARANCES :

For the Management—Shri Abhay Kulkarni, Advocate.

For the Workman—No appearance.

Mumbai, the 28th day of February, 1997

AWARD

Shri Abhay Kulkarni—for management O.P.

The workman, in this case, did not appear to prosecute his claim on 8-12-95. His claim was rejected and award was made. The workman challenged the said order before Hon'ble the High Court and the order/award was set aside. But, now the workman is not traceable. Notices sent to him have been received back unserved. The matter, in these circumstances, is adjourned since die and may be taken up, as and when he appears to prosecute his claim. For statistical purposes, the matter be treated as having been disposed of.

R. S. VERMA, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 1998

का.पा. 46 :—प्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार प्रौद्योगिक विवाद अधिनियम एवं वेबुल में के प्रबंधकों के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट प्रौद्योगिक विवाद में केन्द्रीय सरकार प्रौद्योगिक अधिकरण कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-12-98 को प्राप्त हुआ था।

[सं. एन.—30012/16/96-आई.आर. (सी-1)]

श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 15th December, 1998

S.O. 46.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of Oil and Natural Gas and their workman, which was received by the Central Government on 5-12-98.

[No. L-30012/16/96-IR (C-I)]

S. S. GUPTA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 18 of 1997

PARTIES :

Employers in relation to the management of Indian Oil Corporation Ltd.

AND

Their workmen.

PRESENT :

Mr. Justice A. K. Chakravarty, Presiding Officer.

APPEARANCES :

On behalf of Management—Mr. S. Padhi, Personnel and Admn. Manager, with Mr. D. R. Khatua, Sr. Personnel and Admn. Officer.

On behalf of Workmen—Mr. J. Panda, General Secretary of the Union.

STATE : West Bengal.

INDUSTRY : Petroleum.

AWARD

By Order No. L-30012/16/96-IR(Coal-I) dated 9th/12th May, 1997 and Corrigendum of even number dated 16th January, 1998 the Central Government in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the demand of the Union that the management of Haldia Oil Refinery of Indian Oil Corporation has discriminated in not granting special leave to Shri Jyotirmoy Panda on 23-9-94 is legal and justified? If so, to what relief is the workman entitled?"

2. Present reference has arisen at the instance of Indian Oil Corporation Ltd. Employees' Organisation, Haldia Refinery, P.O. Haldia Oil Refinery, District Midnapore (in short the union) for not granting special leave to the concerned workman Jyotirmoy Panda on 23-9-1994 by the management of Haldia Refinery of Indian Oil Corporation (in short the management).

3. Union's case, in short, is that 23-9-1994 was a bandh day. The concerned workman could not turn up for duty on 23-9-1994 and so he applied for special leave in the same manner as done by others who could not attend their duties on that date. Management, however, refused to grant him any special leave on that date and his pay was deducted for his absence on that date. The other employees who could not attend their duties on that date were sanctioned special leave by the management but the concerned workman was discriminated against by not sanctioning special leave. On 6-11-1992 was a bandh day and some of the employees were granted special leave even though they did not attend their duties. Similarly on 16-8-1995 which was also a bandh day and the management granted special leave to some of its employees who could not attend on that date. Union has further alleged that the management sanctioned special leave to the absentee employees availing Company's bus only on the road blockade day on 27-6-96 while the employees not availing the Company's transport or availing their own transport had not been granted special casual leave and thus the management clearly discriminated in the matter of granting special leave to its employees. The concerned workman applied in writing and repeatedly approached the management for granting special leave for that date, but the management remained adamant and refused to give him any relief. The union has accordingly prayed that the management be directed not to make any discrimination in respect of any employee and to grant the concerned workman special leave for that date.

4. The management in its written statement has taken some preliminary points, namely, that the date as mentioned in the reference is wrong, in as much as the special leave was sought for 23rd September, 1994 and not for 23-9-1992 and that since the matter is concerned with the deduction of wages the union ought to have agitated the matter to the Payment of Wages Authority, West Bengal. Management also denied that it has discriminated in not granting special leave to some of the employees including the concerned workman. In respect of the four employees the management's case is that due to some inadvertence four employees, who were residing at township, were sanctioned special leave by their controlling officers. However, on scrutiny, the said error was corrected and the absence of the said four employees was regularised by grant of Earned Leave which was due to their credit. Management also made some comments in respect of the position on other bandh days with which this Tribunal is not concerned at present. The management has accordingly prayed for dismissal of the case of the union.

5. In its rejoinder the union has alleged that the concerned workman approached the Chief Human Resources Manager and the Personnel and Administrative Manager for regularisation of his absence on 23-9-1994 in the years 1995, 1996 and 1997 by granting him earned leave, but the management turned down his request on the ground that the concerned workman shall not be entitled to get the same because of his presence on pre and post bandh day. The rest of the allegations are merely repetition of the case of the union in its written statement.

6. The union examined Shri Jyotirmoy Panda the concerned workman who is also representing the union as its General Secretary. No witness was examined on behalf of the management. Both sides produced certain documents which are marked exhibits in this case.

7. From the evidence of the concerned workman it appears that his only grievance is that he was not granted special leave on 23-9-1994, which was admittedly a bandh day and number of employees absented themselves from duty on that date on account of the said bandh. The concerned workman has alleged in his evidence that though some of the employees of whom four had been named by him were granted special leave on 23-9-1994, the management without any reason what so ever refused to grant him any special leave. The concerned workman has accordingly stated that worst discrimination was committed by the management in his case. In his cross-examination the concerned workman had admitted that those four workmen who were initially granted special leave were subsequently found by the management to be not entitled to such special leave and they were accordingly directed by the management to apply for Earned Leave and on such applications being made by them, their absence on 23-9-1994 was adjusted as Earned Leave. The concerned workman had stated that though the management directed them to apply for Earned Leave, he was never asked by the management to make any such application and as a matter of fact the management refused to grant him any such Earned Leave at the initial stage even though he verbally applied for the same. It was suggested by the management to this witness that the concerned workman was requested by the management to get his absence on 23-9-1994 adjusted by applying for any other kind of leave excepting special leave.

8. Representative of the management, however, in the cross-examination of this witness wanted to suggest that the concerned workman is not a workman in terms of Section 2(s) of the Industrial Disputes Act, 1947. The workman in his evidence admitted that he is employed in supervisory capacity and he is drawing wages exceeding Rs. 1600 per month. He accordingly submitted that his functioning being mainly of managerial nature, he cannot be termed as a workman for getting any relief under the Industrial Disputes Act, 1947. I have carefully gone through the written statement of the management in this case and I find that it had never taken any objection that the concerned workman was not a workman within the meaning of Section 2(s)(iv) of the Industrial Disputes Act, 1947. In that eve of the matter I am not in a position to accept the contention of the representative of the management that the concerned workman is not a workman under the said section. The concerned workman accordingly shall be entitled to the relief under the Industrial Disputes Act, 1947, if it is due to him.

9. Coming to the merits of the case it is an admitted fact that the concerned workman was not granted any special leave on 23-9-1994. It is also admitted that the four workmen named by the concerned workman were initially granted special leave, but subsequently the management having found that the said leave had not been properly or rightly granted that it requested those workmen to apply for Earned Leave and on such application being made by them, they were granted Earned Leave. The concerned workman also stated that he applied for earned leave verbally but the management stubbornly refused to grant such leave on the ground that he was present on pre and post bandh day. It was not properly explained to me what the pre or post bandh presence has got to do with any application for granting of leave. Be that as it may, it was frankly submitted on behalf of the management that the management was all along willing and ready to adjust the leave of its employees by granting earned leave if such earned leave is due to their credit. The management has further submitted that special casual leave was wrongly given to some of its employees and as soon as such error was detected the employees who got that leave were directed to apply for earned leave. Management also frankly submitted that it has no objection to grant earned leave to the concerned workman, if any such application for regularisation of that day's absence is made by the concerned workman. Concerned workman also admitted that he has no objection to file such application before the management.

10. Both sides thus having agreed that the matter may be settled by filing an application by the concerned workman

for granting him Earned Leave on that date, i.e., 23-9-1994, the reference is disposed of with this direction that the management shall grant the concerned workman Earned Leave on 23-9-1994 on filing of such application by him to that effect.

This is my Award.

Dated, Calcutta:

The 23rd November, 1998.

A. K. CHAKRAVARTY, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 1998

का.आ. 47.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पेट्रोलियम एवं नेचुरल गैस के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार को 9-21-98 को प्राप्त हुआ था।

[सं. एन-30012/(98)/96-आई.आर. (सी-1)]

श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 15th December, 1998

S.O. 47.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oil and Natural Gas and their workmen, which was received by the Central Government on 9-12-1998.

[No. L-30012/(98)/96-IR(C-I)]

S. S. GUPTA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 41 of 1997

PARTIES :

Employers in relation to the management of Haldia Refinery of Indian Oil Corporation Limited.

AND

Their Workmen.

PRESENT :

Mr. Justice A. K. Chakravarty, Presiding Officer.

APPEARANCE :

On behalf of Management.—Mr. S. Padhi, Personnel & Admn. Manager and Mr. D. R. Khattua, Sr. Personnel and Admn. Officer.

On behalf of Workmen.—Mr. J. Pande, General Secretary and Mr. R. R. Giri, Secretary of the Union.

STATE : West Bengal.

INDUSTRY : Petroleum.

AWARD

By Order No. L-30012(98)/96-IR(Coal-I) dated 17-10-97 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Haldia Refinery of Indian Oil Corporation Ltd., in improving the punishment on Shri Bholanath Kar, Tech.I

(SG) is legal and justified ? If not to what relief is the said workman entitled ?"

2. Instant reference has arisen at the instance of Indian Oil Corporation Ltd., Employees Organisation, Haldia Refinery (in short the union) for setting aside the order of reduction of one increment with cumulative effect of the concerned workman Bholanath Kar, Technical—I(SG).

3. Union's case in short is that the management of the Indian Oil Corporation Ltd., Haldia Refinery (in short the management) instituted a domestic enquiry against the concerned workman by issuing chargesheet dated 21/26-8-1990 against him. The concerned workman denied the charges levelled against him. The management being not satisfied with the explanation submitted by the concerned workman instituted an enquiry proceeding and the Enquiry Officer after examination of the witnesses of both sides found him guilty under sub clause 9 of Clause 19 of the Company's Standing Order for commission of riotous or disorderly behaviour or any act subversive of discipline. The disciplinary authority on the basis of the enquiry proceeding and enquiry report imposed punishment upon the concerned workman by withholding of his two increments with cumulative effect. An appeal was preferred by the concerned workman to the appellate authority praying for setting aside the order of the disciplinary authority on the ground that the enquiry was biased and was conducted in an unfair manner without giving any chance to the concerned workman to defend himself. The appellate authority rejected the appeal. A dispute was thereafter raised by the present union and all attempts of conciliation having failed, the matter was referred to the Central Government which has referred the matter to this Tribunal for adjudication. The union has accordingly prayed for a finding of this Tribunal that the action of the management in imposing punishment upon the concerned workman was illegal and unjustified and he is entitled to get his usual increment without interruption.

4. The management in its written statement has taken the preliminary point that the reference is not sustainable in law as the union which espoused the cause of the workman has no locus standi to espouse his cause and accordingly the reference is bad. It is further alleged that the enquiry proceeding of the enquiry. Management has also alleged that with the law with due regard to the principles of natural justice. Management has further stated that the appellate authority modified the punishment of withholding of two increments with cumulative effect to one increment with cumulative effect after careful consideration of the appeal of the concerned workman after going through the report and proceeding of the enquiry. Management has also alleged that the punishment imposed upon the concerned workman was proportionate and reasonable and fully justified. Management has accordingly prayed for dismissal of the case of the union.

5. The union filed a rejoinder denying the allegations of the management in its written statement in respect of its right of espousal of the cause of the workman. It is stated that since the workman approached the union for redressal of his grievance and the sponsoring union is a registered union it has valid authority to espouse the cause of any workman. It is further alleged that the law of limitation has no application in the matters concerning industrial disputes. Rest of the allegation in the rejoinder are mere repetition of the allegations of the union in its written statement.

6. Heard the representatives of both sides.

7. Documents were exhibited on either side and the union only examined the concerned workman as its witness. The management, however did not examine any witness.

8. The preliminary objections raised by the management in this case is that the sponsoring union, namely, Indian Oil Corporation Ltd. Employees Organisation, Haldia Refinery has come into existence only in 1996 while according to the union it has come into existence in 1995. It is not strictly relevant in this case to know the exact date on which the union came into existence. Admittedly, the concerned workman having been given the order of punishment on 3-3-1992 which was reduced to a certain extent on appeal on

5-3-1992, the question of the sponsoring union having anything to do with the matter at the time of the incident accordingly does not arise. What, however, was submitted by the representative of the management is that the present union has no right to espouse the cause of the concerned workman in as much as the concerned workman was never member of the sponsoring union. He drew my attention to the cross-examination of the concerned workman wherein it is stated, that "I am a member of the Haldia Refinery Employees and Workers Organisation (CITU). He also further pointed out from his cross-examination that he was never a member of the sponsoring union. On the basis of this admission he submitted that the sponsoring union has no right to espouse the cause of the concerned workman. The union, on the other hand, tried to produce an application for membership by the concerned workman dated 25-3-1995 and also two receipts to show that he has paid his subscription. These documents were not produced earlier. The union sought to produce these documents after the evidence of both sides were closed. Representative of the management submitted that its objection against the espousal of the cause of the concerned workman by the sponsoring union was taken in the written statement and the union being very well aware that this point will be argued at the time of argument, it ought to have produced this document initially before the hearing actually started along with its written statement. He further submitted that if these documents are admitted in evidence at this stage of the trial that will destroy all the effect of the cross-examination of the concerned workman and accordingly this should not be allowed to be admitted in evidence. I am not in a position to disagree with the contention of the representative of the management in this matter. Admittedly, these documents were produced after the evidence of both sides were closed and at the time of the argument after the concerned workman stated categorically in his evidence that he was never a member of the sponsoring union and that he had been a member of the Haldia Refinery Employees and Workers Union (CITU).

9. Under section 36(1) "A workman who is a party to a dispute shall be entitled to be represented in any proceeding under this Act by (a) any member of the executive or other office bearer of a registered trade union of which he is a member; (b) any member of the executive or other office bearer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated (c) where the worker is not a member of any trade union, by any member of the executive or other office bearer of any trade union connected with, or by any other workman employed in, the industry, in which the worker is employed and authorised in such manner as may be prescribed." It is therefore clear that a member of the executive or other office bearer of a recognised trade union of which the concerned workman is a member can only represent him and it accordingly follows that such union only can raise an industrial dispute for the workman under section 36(1)(a). Other clauses of this section has no application to the facts of the instant case. In the instant case, the concerned workman being a member of the Haldia Refinery Employees and Workers Union (CITU), as admitted by him in his cross examination, the question of espousing the cause of such workman by the sponsoring union, in which he was never a member cannot arise. The instant reference having been made at the instance of the sponsoring union which has no right to represent the concerned workman at any point of time must be said to be bad for that reason.

10. Though in view of my above finding it is not necessary to go into the merits of this reference, still then, parties having adduced evidence on this point, I believe it necessary to consider that point also.

11. From the chargesheet (Ext. W-1) issued against the concerned workman it appears that the concerned workman was charged for using foul and abusive language and threatening Shri S. N. Shit, Civil Engineer for not restoration of the supply of water to H Block for which he was alleged to have committed serious misconduct under sub-clauses 9, 29, 40 and 44 of clause 19 of the certified standing order of the Company. From the enquiry report vide M-2 I find that the Enquiry Officer actually framed the charges against the concerned workman as under :—

- (1) Riotous or disorderly behaviour or any act subversive of discipline.

- (2) Threatening, intimidating, molesting or assaulting any employee of the company inside the refinery premises and any such act outside the premises of the refinery which affects the discipline of the Refinery.
- (3) Abusing or behaving unmannerly with the superior authority while on duty or outside.
- (4) Doing anything prejudicial to the interest of the Company.

It appears from the enquiry report that the charges Nos. 2, 3 and 4 were found to have not been proved and the concerned workman was found guilty by the Enquiry Officer for Charge No. 1 for riotous and disorderly behaviour or any act subversive of discipline. It appears from the enquiry report also that the Enquiry Officer examined three witnesses on behalf of the management and one witness on behalf of the concerned workman. The case of the concerned workman was represented in the enquiry by his co-worker. The union has attacked this enquiry proceeding on two grounds, namely, principles of natural justice were not complied with in conducting the enquiry proceeding and that the finding of the Enquiry Officer is perverse and not based on evidence on record. In so far as the question of adherence to the principles of natural justice in conducting the enquiry by the Enquiry Officer is concerned, it is submitted by the union that the concerned workman was not allowed to be examined by the Enquiry Officer though he was present in the enquiry. I am not in a position to agree with the union as the case of the concerned workman was being represented by his co-worker and it was for him to produce witness for the purpose of defence of the concerned workman. If the co-worker who was representing the case of the workman did not consider it necessary to examine the concerned workman, the Enquiry Officer cannot be blamed for not directing the concerned workman to depose in this case. There is no set rule for compliance of natural justice. The facts and circumstances of each case shall be the criterion for consideration as to whether the principles of natural justice were complied with or not. In the instant case, the Enquiry Officer having given ample opportunity to the representative of the concerned workman to examine witness on his behalf. I am of the opinion that the principles of natural justice were complied with in holding this enquiry.

12. Yet another objection taken on behalf of the union was that the management withheld relevant document and such document was not produced instead of insistence of the workman for the same. It is submitted on behalf of the union that the workman prayed for filing of the main complaint of Mr. S. N. Shit but the management did not produce such complaint and also did not submit any explanation as to why such complaint was withheld. It is submitted on behalf of the union that withholding of such complaint clearly indicates that the case made out by the management is an after-thought and it was purposely withheld by the management for not presenting the true picture of the case before the Tribunal. It was the duty of the management to produce such document after it was called for by the concerned workman and non-production of the same raises an adverse presumption against the management that had this document been produced, it would not have supported the case of the management.

13. Apart from that, upon consideration of the report of the Enquiry Officer, I find that he based his finding about the disorderly conduct of the concerned workman for two reasons, namely, that the concerned workman approached the office room of Shri S. N. Shit on 14-9-1990 at about 8.15 hours along with a group of persons demanding water supply to H Block and that the concerned workman was not a resident of the said block. There is no other observation in this report excepting these two facts as to how the Enquiry Officer came to his finding of the disorderly conduct of the concerned workman. It is true that he stated that it is based on the proceeding of the enquiry. There being no clear finding of the Enquiry Officer which portion of the enquiry proceeding or the evidence he relies upon for holding him guilty and the evidence of the witnesses cited in his report being not per se evidence of disorderly behaviour, I am not in a position to hold that this finding is enough for holding the concerned workman guilty of the disorderly behaviour on the date of incident.

14. Upon going through the proceeding itself, I find that out of the witnesses examined by the management PW-1 and PW-2 spoke sufficiently about intimidation, threatening, making unmannerly gesture by shouting etc. but that was not confirmed by PW-3. It is because of the denial of PW-3 about other alleged offensive acts of the concerned workman that the Enquiry Officer possibly found that the charges Nos. 2, 3 and 4 had not been established. I fail to understand if the Enquiry Officer found evidence of PW-1 and PW-2 not to be relied upon in respect of some of its part, how could he place reliance on other part of the evidence of such witnesses. The Enquiry Officer was either to believe these witnesses or not at all, specially when the alleged disorderly behaviour of the concerned workman is connected with intimidation, threatening, shouting in loud voice etc. If the connected part of an incident is not believed by the Enquiry Officer, he ought not to have believed the disorderly behaviour of the concerned workman. As a matter of fact, at the relevant time the concerned workman was admittedly the secretary of the Haldia Refinery Employees & Workers Union (CITU). It was therefore his duty as office-bearer of the union to look after the grievances of the said union and if on that basis he had merely approached the superior officer to ventilate the grievances of other workmen that to my mind do not constitute an offence for which charges of disorderly behaviour can be levelled against the concerned workman. On merits, therefore, the punishment imposed upon the concerned workman on the basis of the enquiry proceeding cannot be upheld.

15. Be that as it may, the question of merit having been considered as the parties had adduced evidence on that point and on my finding in this matter the management might have been called upon to adduce fresh evidence before the Tribunal to substantiate the charges had it not been held by this Tribunal that the reference itself is bad and not maintainable.

16. In the above view of the matter, the workman shall not be entitled to any relief. The workman, however shall be at liberty to raise a fresh dispute on the same point, if he so likes, through his proper union.

This is my Award.

A. K. CHAKRAVARTY, Presiding Officer

Dated, Calcutta,

The 1st December, 1998.

नई दिल्ली, 21 दिसम्बर, 1998

का.शा. 48.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईस्ट वेस्ट एयर लाइन्स के प्रबन्धसंचालक सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि-करण मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-11-98 प्राप्त हुआ था।

[सं. एल.-11012/28/97-आई. प्रार. (सी. I)]

व्याम सुंदर गुप्ता, डेस्क अधिकारी

New Delhi, the 21st December, 1998

S.O. 48.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Mumbai as shown in the Annexure in the industrial dispute between the employers in relation to the management of East-West Airlines and their workman, which was received by the Central Government on 15-11-98.

[No. L-11012/28/97-IR (C-I)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/70 of 1998

Employers in relation to the Management of East West Airlines, Mumbai

AND

Their Workmen.

APPEARANCES :

For the Employer—No Appearance.

For the Workmen—No Appearance.

Mumbai, the 18th November, 1998

AWARD

The Government of India, Ministry of Labour by its Order No. L-11012/28/97-IR (Coal-I) dated 9th June, 1998 had referred to the following industrial dispute for adjudication.

"Whether the action of the Chairman-cum-Managing Director, East West Airlines, Corporate Office, Sophia, East West Airlines, 18, New Kantadi Road, Bandra, Mumbai-50 in terminating the services of (1) S/Shri Sachine J. Naik (2) Vasant R. Madkaiker (3) Chandrakant S. Reddy (4) Bauraj K. (5) Anil S. Naik (6) Vasant M. Chavan (7) Dashrath Gawade (8) Rajesh Divekar (9) Sakham A. Shetgaonkar (10) Soccor Cabral (11) Davaaneshwar Gawade and (12) Suresh Malvaikar, Ek-utility loaders w.e.f. 31-5-1996 without paying them their dues of retrenchment compensation and other terminal benefits is justified and valid? If not, to what benefits these employees are entitled to?"

2. When the section officer send this order to this Tribunal he also addressed copies of the order to the concerned parties. They were directed to appear before the Tribunal with their respective case as mentioned in the order.

3. After receipt of the order the Secretary of the Tribunal issued notices to the concerned parties directing them to appear before the court on 24th July, 1998. The parties were duly served. The acknowledgement receipts are at Exhibit-3 and 4. No body appeared. Again notices was issued to the workman. He was served. But again on 3-9-98 none of them appeared. The statement of claim was not filed by the workman who raised a dispute. Again the matter was adjourned to 18-9-98, 8-10-98. Thereafter on 2-11-98 and thereafter the date was given i.e. today. But no occasion any of the parties appeared not any applications were set for getting the matter adjourned. Under such circumstances I find that there is no reason to keep the matter pending. Hence I pass the following order :

ORDER

The reference is disposed off for want of prosecution.

S. B. PANSE, Presiding Officer

नई दिल्ली, 17 दिसम्बर, 1998

का.शा. 49.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गन कैरिज फैक्ट्री, जबलपुर के प्रबन्धसंचालक सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध

में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-12-98 को प्राप्त हुआ था।

[सं. एल-14012/36/93-आईआर(डीयू)]
के.वी.बी. उन्नी, अवर सचिव

New Delhi, the 17th December, 1998

S.O. 49.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Gun Carriage Factory, Jabalpur and their workman, which was received by the Central Government on the 17-12-98.

[No. L-14012/36/93-IR(DU)]

K.V.B. UNNY, Under Secy.

अनुबन्ध

केन्द्रीय औद्योगिक अधिकरण एवं श्रम म्यायालय
जबलपुर (म.प्र.)
डी.एन. दीक्षित
पीठासीन अधिकारी

प्र.क्रं. सीजीआईटी/एलसी/आर/225/94

श्री रमेशचन्द्र झा,
महामंत्री,
शतधनी बाहुन निर्माणी,
श्रमिक संघ, 2/6, पुरानी द्यूट
लाइन, जी.सी.एफ. इस्टेट,
जबलपुर (म.प्र.)-482001 ... प्रार्थी
विरुद्ध
महाप्रबन्धक,
गन कैरिज फैक्ट्री,
जबलपुर (म.प्र.)-482001 ... प्रतिप्रार्थी
अन्वार्ड

दिनांक 26-11-1998

1. भारत सरकार, श्रम मंत्रालय, नई दिल्ली ने अपने आदेश सं. एल-14012/36/93-आईआर(डीयू) दिनांक 29-11-94 के द्वारा निम्नलिखित विवाद निराकरण हेतु इस अधिकरण को भेजा है :—

अनुसूची

"Whether the action of the management of Gun Carriage Factory, Jabalpur(MP) in considering the date of birth of Sri Sheikh Fareed as 26.12-1936 instead of 21-4-1940 as indicated by him is legal

& justified? If not, to what relief the concerned workman is entitled to?"

2. दोनों पक्षों को स्वीकार है कि शेख फरीद आत्मज अब्दुल रहिम गन कैरिज फैक्ट्री, जबलपुर में कार्यरत है। उसकी जन्मतिथि सर्विस रिकार्ड में 26-12-38 अंकित है। जन्मतिथि को दुरुस्त करने के लिए श्रमिक ने पहली बार आवेदन 18-8-86 को दिया। यह आवेदन दि. 9-3-87 को निरस्त हो गया। दूसरा आवेदन श्रमिक ने 24-10-91 को दिया, जो 18-11-91 को निरस्त हो गया।

3. श्रमिक के अनुसार उसकी नियुक्ति बढ़ई के रूप में अप्रैल, 1963 में आर्डनेंस फैक्ट्री, खमरिया में की गई थी। उस समय श्रमिक दर्जा-8 पास था और नौकरी के आवेदन में उसने स्कूल से प्राप्त सर्टिफिकेट, जिसमें जन्मतिथि का उल्लेख था, लगाया था। श्रमिक ने जो सर्टिफिकेट स्कूल का दिया था, उसमें उसकी आयु 21/4/40 अंकित थी। श्रमिक को यही जन्मतिथि आर्डनेंस फैक्ट्री, खमरिया ने लिखी थी। श्रमिक ने उसी समय सहकारी संस्था से कार्ड बनवाया था और इसमें भी उसकी जन्मतिथि 21/4/40 लिखी थी। श्रमिक को गन कैरिज फैक्ट्री में ट्रांसफर किया गया और यहां भी उसकी जन्मतिथि 21/4/40 लिखी गई। वर्ष 1986 में श्रमिक को ज्ञात हुआ कि उसकी जन्मतिथि 26-12-38 लिखी हुई है और इसके सुधार के लिये उसने आवेदन दिया। आवेदन प्रबंधन ने अस्वीकार किया। श्रमिक चाहता है कि स्कूल सर्टिफिकेट में उसकी जो जन्मतिथि 21/4/40 लिखी हुई है, इसी को सर्विस बुक में अंकित किया जाए।

4. प्रबंधन के अनुसार श्रमिक ने नौकरी के समय जन्मतिथि के संबंध में कोई सर्टिफिकेट नहीं दिया था। श्रमिक ने अंदाज से अपनी आयु बताई थी और डाक्टर ने उसकी आयु का निर्धारण कर जन्मतिथि दी थी, जो उसके रिकार्ड में अंकित है। पहली बार श्रमिक ने वर्ष 86 में अपनी जन्मतिथि के संबंध में विवाद प्रस्तुत किया। चार वर्ष पश्चात् फिर से दूसरी बार विवाद उठाया। ये दोनों आवेदन निरस्त किये गये, कारण यह है कि श्रमिक ने नौकरी प्रारंभ करने के बहुत साल बाद ये विवाद उठाए थे। श्रमिक ने जब नौकरी प्रारंभ की तो उसने यह नहीं बताया था कि वह स्कूल में पढ़ा है। प्रबंधन चाहता है कि श्रमिक की जन्मतिथि में परिवर्तन नहीं किया जाये।

5. प्रबंधन की ओर से दिनांक 12/6/87 को यह सरकूलर जारी किया गया कि जो भी गन कैरिज फैक्ट्री, जबलपुर के कर्मचारी हैं, वे अपनी जन्मतिथि सर्विस बुक में देख लें और दो गवाहों के सामने यह सर्टिफिकेट दे कि उनकी जन्मतिथि सही लिखी है। इस सरकूलर से यह स्पष्ट हो गया कि गन कैरिज फैक्ट्री यह चाहती थी कि उसके सभी कर्मचारी अपनी जन्मतिथि के संबंध में सर्विस बुक देख कर घोषणा पत्र दें। श्रमिक ने दिनांक

25-6-87 को इस सरकूलर के संदर्भ में अपनी सेवापुस्तिका देखी और प्रबंधन को लिखकर दिया कि उसकी जन्मतिथि 21-4-40 है। इस प्रकार श्रमिक ने जैसे ही उसे सर्विस बुक देखने का अवसर मिला, प्रबंधन को बताया है कि उसकी जन्मतिथि सर्विस बुक में गलत लिखी हुई है और सही जन्मतिथि 21-4-40 है। इसी समय प्रबंधन को श्रमिक की आयु के संबंध में जांच करनी थी और श्रमिक को पूर्ण अवसर अपनी जन्मतिथि सिद्ध करने के लिये देना था। प्रबंधन ने ऐसा नहीं किया। यह परिस्थिति श्रमिक के पक्ष में जाती है।

6. श्रमिक ने जनता हायर सैकेंडरी स्कूल, जबलपुर का ट्रांसफर सर्टिफिकेट दिनांक 7-2-62 की फोटो कॉपी इस न्यायालय में प्रस्तुत की है। इसमें श्रमिक की जन्म तिथि 21-4-40 अंकित है। यह सर्टिफिकेट श्रमिक के सेवा प्रारंभ करने के पहले की है।

7. श्रमिक ने आई.एन.एस. फैक्ट्री, खमरिया को-ऑपरेटिव सोसायटी की पासबुक प्रस्तुत की है, जिसमें उसकी जन्म तिथि 21-4-40 लिखी गई है। इन दोनों लेखों से भी इस बात की पुष्टि होती है कि श्रमिक की जन्मतिथि 21-4-40 है।

8. प्रबंधन ने यह कहा है कि श्रमिक ने अपनी सर्विस बुक में जन्मतिथि के नीचे अंगूठा लगाया है और यह स्वीकार किया है कि उसकी जन्मतिथि 26-12-38 है। सर्विस बुक में ही जो दूसरे अन्य लेख है, उसमें श्रमिक ने हस्ताक्षर किये हैं। इस प्रकार यह विवादास्पद है कि श्रमिक ने सर्विस बुक में जन्मतिथि के नीचे अंगूठा लगाया है। श्रमिक ने अंगूठा लगाया है, इस संबंध में प्रबंधन ने कोई साक्ष्य प्रस्तुत नहीं की। प्रबंधन यह सिद्ध करने में असफल रहे कि सर्विस बुक में जन्मतिथि के नीचे श्रमिक का अंगूठा है।

9. श्रमिक ने न्यायालय में अपने कथन शपथ-पत्र पर दिये हैं तथा उसका प्रतिपरीक्षण प्रबंधन के अधि-भाषक ने किया है। श्रमिक ने अपने कथन की कंडिका में कहा है कि उसने नौकरी करते समय स्कूल का सर्टिफिकेट आयु के संबंध में दिया था। इस तथ्य को प्रबंधन गलत सिद्ध नहीं कर सका। प्रबंधन ने श्रमिक की आयु के संबंध में कोई साक्ष्य प्रस्तुत नहीं की।

10. श्रमिक और प्रबंधन ने जो लेखिक और मौखिक साक्ष्य श्रमिक की जन्मतिथि के संबंध में प्रस्तुत किये हैं, उसमें श्रमिक की साक्ष्य ज्यादा विश्वसनीय है। यह घोषणा की जाती है कि श्रमिक की जन्मतिथि 21-4-40 है। अर्बाई श्रमिक के पक्ष में दिया जाता है। दोनों पक्ष इस प्रकरण का अपना-अपना व्यय वहन करें।

11. नियमानुसार अर्बाई की प्रतियां भारत सरकार, श्रम मंत्रालय को प्रेषित की जाती है।

डी.एन. दीक्षित, पीठासीन अधिकारी

नई दिल्ली, 18 दिसम्बर, 1998

का.आ. 50.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एडमिरल सुपरिन्टेन्डेंट, नवल डॉकयार्ड, के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-12-98 को प्राप्त हुआ था।

[सं.एल-14012/16/96—आई आर (डीयू)]
के.बी.बी. उण्णी, अवसर सचिव

New Delhi, the 18th December, 1998

S.O. 50.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Admiral Superintendent, Naval Dockyard and their workman, which was received by the Central Government on the 18-12-98.

[No. L-14012/16/96-IR(DU)]
K.V.B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II, MUMBAI
PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/20 of 1997

Employers in relation to the management of
Naval Dockyard, Mumbai

AND

Their workmen.

APPEARANCES :

For the Employer : Shri Suresh Kumar, Advocate.

For the Workmen : Shri M.B. Anchan, Advocate.

Mumbai, dated 1st December, 1998

AWARD—PART-I

The Government of India, Ministry of Labour by its Order No. L-14012/16/96-IR (DU), dated 19-6-97, had referred to the following Industrial Dispute for adjudication.

“Whether the action of the Admiral Superintendent, Naval Dockyard in dismissing

the workman Shri N.H. Chavan w.e.f. 20-9-1990 is justified ? If not, to what relief is the workman entitled to ?”

2. The workman contended that he served in the Naval Dockyard. He was illegally dismissed from the service against the Principles of Natural Justice and without following any procedure. It is averred that he was not served with a chargesheet not informed regarding the inquiry officer, not served with the documents nor the list of witnesses, and that the inquiry was held ex parte. It is also pleaded that he was not served with the inquiry officers report and he was not given an opportunity to give his say on the same. It is averred that the findings of the inquiry officer are perverse. It is asserted that the punishment of dismissal from service is very harsh compared to the alleged misconduct. It is therefore prayed that he may be reinstated in service in continuity alongwith back wages.

3. The management resisted the claim by the Written Statement (Exhibit-9). It is pleaded that the Tribunal had no jurisdiction to decide the reference. It is submitted that the workman being a Civil Servant the Industrial Court has no jurisdiction to decide the reference. It is averred that the reference suffers from laches. It is pleaded that the inquiry which was held against the workman was as per the Principles of Natural Justice and the findings of the inquiry officer are well reasoned. It is asserted that the workman purposefully remained absent from the inquiry and there was no way for the inquiry officer but to conduct the inquiry in his absence. It is submitted that the workman is not entitled to any of the reliefs as claimed.

4. Issues Nos. 1 and 2 are treated as preliminary issues. The issues and my findings there on are as follows :

ISSUES	FINDINGS
1. Whether the domestic inquiry which was held against the workman was against the Principles of Natural Justice ?	No.
2. Whether the findings of the inquiry officer are perverse ?	No.

REASONS

5. Nanakchand A. Chavan (Exhibit-12) affirms that he was issued with a chargesheet or alleged misconduct of possession of prohibited article viz. brown sugar, smoking pipe etc. (Ex-15/7). The chargesheet is dated 4-7-89. He accepts to have received the chargesheet.

6. Chavan (Ex-12) accepts that he received the letter (Ex-15/4) i.e. A2 by which one Major Singh was appointed as the inquiry officer. From

the persual of the chargesheet it can be seen that the documents on which the management wanted to rely were supplied to the workman alongwith it. If really the workman would not have received those documents mentioned there in he would have raised objection. But he did do so. I therefore find that this objection is without any merit. Chavan eventhough had taken a plea that he did not receive the inquiry report in the cross examination he accepts that he received A3 i.e. Exhibit-15/12 the inquiry officers report. It is admitted position that he did not file his say over it nor he had preferred any appeal against the order of punishment. That clearly got to show that he is reluctant to take any action in respect of the orders passed against him. This conduct is material because the documents which are produced on the record go to show that eventhough the date of inquiry was intimated to him he remained absent and now he wants to make a false claim that the inquiry was conducted ex parte i.e. without his knowledge and intimation..

7. The management did not examine anybody to support their case. But looking to this particular circumstances of the case I find that there is no need for the management to examine anybody by way of leading oral evidence.

8. Exhibit-15/8 is a copy of the letter dtd. 8-9-89 send by Major Singh the inquiry officer to the workman to attend the inquiry on 16th September 1989. It was send to the Foreman Kadam directing the individual viz. the workman working under him to attend the inquiry on 16th September '89. On that day the workman remained absent. It is therefor the inquiry officer again wrote a letter dtd. 23rd September '89 (Ex-15/9) informing the date of hearing to be 29-9-89. Again the Assistant Manager of the forum where the workman was working was informed to inform the workman to attend that day. It is pertinent to note that on that day the workman remained absent due to the sad demise of his father on 2-9-89. The inquiry officer did not conduct the inquiry on that day, but rightly chose to adjourn it. Again he send a notice dtd. 7-10-89 informing the date of hearing to be 27th October, 1989 (Ex-15/10) which was send by Registered post acknowledgment due to the workman. The A.D. receipt is produced alongwith that notice which is duly signed by the workman. He did not dispute his signature on the same. In that day again the workman remained absent. The inquiry officer again send him a notice on 4-11-89 informing him the date of hearing to be 30-11-89. (Ex-15/11). That day also the workman remained absent. He had not given any explanation for remaining absent. Infact when once he came to know that the inquiry was started against him it was his duty to be in touch with the inquiry officer or the Presenting Officer for petting the further dates and remaining present. But he chose not to

do so. It is not the case of the workman that the Presenting Officer or the foreman under whom he works did not inform him the date. Infact there is no cogent evidence for coming to the conclusion that he was not aware of the hearing date.

9. The inquiry officer had given his report which is at Exhibit-15/12 on 7-12-89. It relate to the chargesheet dtd. 4th July, 1989 for an offence committed on 29th March '89. The workman accepts that he received the report. He had not taken any steps after receiving the report. If really the inquiry would have been conducted in his absence naturally immediately thereafter he would have approached the management contending that he was not informed in respect of the inquiry. As he had not done so I am not inclined to accept that the inquiry was conducted behind his back.

10. Exhibit-15/6 is a statement of the worker by which he accepts that he was found in possession of the brown sugar and the smoking material as alleged in the Panchanama. He did not depose that the material mentioned there in was not found in his possession. From the testimony of the workman I do not find that the inquiry officer conducted the inquiry against the Principles of Natural Justice.

11. Looking to the inquiry report (Ex-15/2) it is very clear that the inquiry officer relied upon the Chief Security Officers report dtd. 31-3-89 the confessional statement of the delinquent and the panchanama dtd. 29-3-89. He has also relied upon the oral testimony of Surendra Kumar. He in categorical term has stated that the workman was found in possession of the articles stated in the Panchanama viz. brown sugar and the smoking articles. The Inquiry Officers report is well reasoned and findings are based on the evidence before him. I do not find any perversity for the same. For all these reasons I record my findings on the issues accordingly and pass the following order :

ORDER

The domestic inquiry which was held against the workman was as per the Principles of Natural Justice.

The findings of the inquiry officer are not perverse.

S.B. PANSE, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 1998

का.भा. 51.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रवक्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 जनवरी, 1999 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम, के अध्याय-4 (धारा-44 और 45 के सिवाय जो पहले ही प्रवक्त की जा चुकी है) और अध्याय-5 और 6 (धारा 76 की उपधारा (1) और धारा-77, 78, 79 और

81 के सिवाय जो पहले ही प्रवक्त की जा चुकी है) के उपबंध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवक्त होंगे, अर्थात् :—

“कोयम्बतूर जिला के अविनाशी तालुक में राजस्व ग्राम अविनाशी, पोलगौर, सेन्धियनल्लूर, तेक्कलूर, पुदुपालयम, वेलायुथम पालयम, नम्बि-यपालयम के अन्तर्गत आने वाले क्षेत्र” ।

[सं. : एस-38013/27/98-एस.एस.-1]

जे. पी. शुकला, भवर सचिव

New Delhi, the 21st December, 1998

S.O. 51.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st January, 1999 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu namely :

“Areas comprising the Revenue Villages of Avinashi, Palangurai, Sembianallur, Thekkalur, Pudupalayam, Velayuthampalayam and Nembianpalayam in Avinahi Taluk of Coimbatore.”

[No. S-38013/27/98-SS-I]

J. P. SHUKLA, Under Secy.

नई दिल्ली, 22 दिसम्बर, 1998

का.भा. 52 :—केन्द्रीय सरकार, समान पारिश्रमिक अधिनियम, 1976 (1976 का 25) की धारा 6 की उपधारा (1) द्वारा प्रवक्त शक्तियों का प्रयोग करते हुए, और भारत सरकार के श्रम मंत्रालय की अधिसूचना का. भा. 1657 तारीख 28 मई, 1992) (जो भारत के राज्यपत्र भाग 2, खंड 3, उपखंड (ii) में 20 जून, 1992) को प्रकाशित हुई थी की अधिकांत करते हुए, एक केन्द्रीय स्मृत्युक्तार समिति का गठन करती है जिसमें निम्नलिखित सदस्य होंगे, अर्थात् :—

स्मृत्युक्तार समिति

- | | |
|---|---------------|
| 1. संघ का श्रम मंत्री | अध्यक्ष |
| 2. सचिव, श्रम मंत्रालय | पदेन सदस्य |
| 3. संयुक्त सचिव, श्रम मंत्रालय
(बाल और महिला श्रम का प्रभारी). | पदेन सदस्य |
| 4. संयुक्त सचिव, महिला और बाल विकास विभाग | पदेन सदस्य |
| 5. स्मृत्युक्तार, श्रम और नियोजन विभाग, योजना आयोग | पदेन सदस्य |
| 6. सचिव, श्रम विभाग आंध्र प्रदेश सरकार, हैबराबाद | पदेन सदस्य |
| 7. सचिव, श्रम विभाग उत्तर प्रदेश सरकार, लखनऊ | पदेन सदस्य |
| 8. सचिव, श्रम विभाग
राष्ट्रीय राजधानी क्षेत्र दिल्ली, हिस्सी | पदेन सदस्य |
| 9. सदस्य सचिव, महिलाओं के लिए राष्ट्रीय आयोग,
4, वीन ब्याल उपाध्याय मार्ग, नई दिल्ली | पदेन सदस्य |
| 10. श्री विधवा मित्र बहल अखिल भारतीय अध्यक्ष,
लघु उद्योग भारती, 70 सिबाजी मार्ग, इंदूरियाल
एरिया, नई दिल्ली । | अभासकीय सदस्य |

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| 11. डा. (सुश्री) एन हंसा, अपर सचिव,
फेडरेशन आफ इंडियन चम्बरर्स आफ कानर्स एंड
इंडस्ट्री फेडरेशन हाउस, तानसेन मार्ग, नई दिल्ली। | अशासकीय सदस्य | 3. Joint Secretary, Ministry of Labour (incharge of child and women labour). | Ex-Officio Member |
| 12. श्रीमती रेणुका देवी बरकातकी, अध्यक्ष, आई. एन. टी. यू. सी. असम शाखा, के. सी. सेन, मार्ग, पल्टन बाजार, गुवाहटी, असम। | अशासकीय सदस्य | 4. Joint Secretary, Department of Women and Child Development. | .. |
| 13. कु. मंगलाम्बा राव, राष्ट्रीय कार्यपालक सदस्य भारतीय मजदूर संघ, केयर आफ बी.एम.एस. कार्यालय, सूबवार छताराम मार्ग, बंगलौर | अशासकीय सदस्य | 5. Adviser, Labour & Employment Division, Planning Commission. | .. |
| 14. कुमारी सुचित्रा महापात्र, महा सचिव, अखिल भारतीय अंगणवाडी कर्मचारी महासंघ, एच. ए. सी. कालोनी, मालाश्री ईकाई 3, नू.वनेश्वर। | अशासकीय सदस्य | 6. Secretary, Labour Department Government of Andhra Pradesh. Hyderabad. | .. |
| 15. श्रीमती भीता जयंत गोखले, 181ए, राम निवास, जे. बी. इन्डुश्रकर मार्ग, बिले पार्स (यू.) मुम्बई | अशासकीय सदस्य | 7. Secretary, Labour Department Government of Uttar Pradesh, Lucknow. | .. |
| 16. सुश्री जया अरुणाचलम, अध्यक्ष, वर्किंग वूमेनफोरम (भारत), 55, भीमसेन गार्डन मार्ग, मायलापुर, चेन्नई। | अशासकीय सदस्य | 8. Secretary, Labour Department, National Capital Territory of Delhi, Delhi | .. |
| 17. सुश्री मनाली शाह, सेल्फ एम्प्लायड वुमेनस एसोसिएशन (एस.ई. इन्ड्यू. ए.), सेवा रिसपशन सेंटर बिकटोरिया गार्डन के सामने भद्रा, अहमदाबाद | अशासकीय सदस्य | 9. Member Secretary, National Commission for Women, 4, Deen Dayal Upadhaya Marg. New Delhi. | .. |
| 18. सुश्री मंजू श्री मिश्रा, इंडस्ट्रीट्यूट आफ सोशल स्टडीज ट्रस्ट इंडिया हेडक्वार्टर सेंटर, ईस्ट कोर्ट अप्पर ग्राउंड कलोर, जोन 6, लोधी रोड, नई दिल्ली। | अशासकीय सदस्य | 10. Shri Vishwa Mittra Bahl, All India President, Laghu Udyog Bharti, 70, Shivaji Marg. Industrial Area, New Delhi. | Non-Official Member |
| 19. श्री सुवर्शन सरीन, अध्यक्ष, दिल्ली राज्य औद्योगिक विकास निगम, लि., एन. रस्ताक, बंग्गे लार्डफ जिर्जिंग, कनाट सर्कस, नई दिल्ली। | अशासकीय सदस्य | 11. Dr. (Ms.) N. Hamisa, Additional Secretary, Federation of Indian Chambers of Commerce and Industry, Federation House, Tansen Marg, New Delhi. | .. |
| 20. श्रीमती सुकवा मिश्रा संसद सदस्य (लोक सभा) | अशासकीय सदस्य | 12. Mrs. Renukadevi Barkataki, President INTUC Assam Branch, K. C. Sen Road, Paltan Bazar, Guwahati (Assam). | .. |
| 21. कुमारी फरीदा टोपमों, संसद सदस्य (राज्य सभा) | अशासकीय सदस्य | 13. Km. Mangalamba Rao, National Executive Member. Bhartiya Mazdoor Sangh, C/O BMS Office, Subedar Chhataram Road, Bangalore. | .. |
| 22. समिति के अशासकीय सदस्य (यों) का कार्यकाल दो वर्ष होगा। | | 14. Kumari Suchitra Mahapatra, General Secretary, Akhil Bharatiya Anganwadi Karmachari Mahasangh, NAC Colony, Malishali-2, Unit-3, Bhubaneswar. | .. |
| | | 15. Smt. Geeta Javant Gokhale, 101-A, Ram Nivas, J. B. Indulkar Marg, Ville Parle (E), Mumbai. | .. |
| | | 16. Ms. Java Arunachalam, President, Working Women's Forum (India), 55, Bhimasena Garden Road, Malapure, Chennai. | .. |
| | | 17. Ms. Manali Shah Self Employed Women's Association (SEWA) Sewa Reception Centre, Opp. Victoria Garden, Bhadra, Ahmedabad. | .. |
| | | 18. Ms. Manishree Mishra, Institute of Social Studies Trust, | .. |

[सं. ए-42011/25/97-सी. एंड इन्ड्यू. एल-II अनुभाग]

प्रीत वर्मा, निदेशक

MINISTRY OF LABOUR

New Delhi, the 22nd December, 1988

S.O. 52.—In exercise of the powers conferred by Sub-section (1) of Section 6 of the Equal Remuneration Act, 1976 (25 of 1976) and in supersession of notification of the Government of India in the Ministry of Labour No. S.O. 1657 dated 28th May, 1992 (published in the Gazette of India, Part II, Section 3, Sub-section (ii) on the 20th June, 1992), the Central Government hereby constitutes the Central Advisory Committee, consisting of the following members, namely :

Advisory Committee

- | | |
|-----------------------------------|-------------------|
| 1. Union Minister for Labour. | Chairperson |
| 2. Secretary, Ministry of Labour. | Ex-Officio Member |

India Habitat Centre East
Court Upper Ground Floor,
Zone 6, Lodhi Road, New Delhi.

19. **Shri Sudarshan Sateen,** Non-Official
Chairman, Member
Delhi State Industrial
Development Corporation Ltd.,
N-Block, Bombay Life Building,
Connaught Circus, New Delhi.
20. **Smt. Sukhda Misra,** "
Member of Parliament)
(Lok Sabha).
21. **Miss Farida Topno,**
Member of Parliament,
(Rajya Sabha).

2. The terms of office of non-official Member(s)
of the Committee shall be two years.

[No. A-12011/25/97-C&WL-II Section]
PREET VERMA, Director

नई दिल्ली, 22 दिसम्बर, 1998

का.आ. 53.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उपखंड (VI) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 1387 दिनांक 1 जुलाई, 1998 द्वारा लोह अयस्क खनन उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 1 जुलाई, 1998 से छह मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छह मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

मनः श्रद्धा, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उपखंड (VI) के प्रस्तावक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 1 जनवरी, 1999 से छह मास की और कालावधि लिए लोक उपयोगी सेवा घोषित करती है।

[का. सं. एम.-11017/13/97-आई.आर. (पी. एल.)]

एच. सी. गुप्ता, अवर सचिव

New Delhi, the 22nd December, 1998

S.O. 53.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provisions of sub clause (vi) of the clause (n) of section 2 of the Industrial Dispute Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S.O. No. 1387 dated 1st July, 1998 the Iron Ore Mining Industry to be a public utility service for the purpose of the said Act, for a period of six months from the 1st July, 1998;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a period of six months from the 1st January, 1999.

[No. S-11017/13/97-IR(PL)]

H. C. GUPTA, Under Secy.